

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 3, 2022, at 1:00 P.M., for Labor and Incidental Materials for Roof Replacement & Maintenance to Baldwin County Satellite Courthouse located in Foley and Silverhill Highway Maintenance Building for the Baldwin County Commission. Bids will be opened November 3, 2022, at 1:30 in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the November 3, 2022, at 1:00 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.

PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Department located at 257 Hand Avenue, Bay Minette, AL., on **Thursday, October 27, 2022, at 10:00 A.M.** ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **FORTY-TWO (42)** 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 non-confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

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

All 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 All bidders should submit with their bid response the completed E-Verify package which can be downloaded from the Purchasing website 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 non-exhaustive 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.

To facilitate bid evaluation and tabulation, it is suggested that bids 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 all other terms and conditions of the Alabama Competitive Bid Law are complied with.

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, 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., WG23-02) 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, **(mailing address)** 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, **“WG23-02” Labor and Incidental Materials for Roof Replacement & Maintenance to Baldwin County Satellite Courthouse located in Foley and Silverhill Highway Maintenance Building.** 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 4th day of October, 2022.

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

BID #WG23-02 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.

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.

AWARD

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

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.

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

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.

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **SIXTY (60) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

PROTECTION

- 1) Protect the completed roof system as required in order that the design criteria are met.
- 2) Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

GUARANTEE

Contractor will provide a two (2) year Water Tightness Warranty covering labor 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. 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 and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The Contact person for the Baldwin County Commission will be Wanda Gautney, at (251) 580-2520.

DRAWINGS

The drawings are attached.

BID #WG23-02 RESPONSE FORM

Labor and Incidental Materials for Roof Replacement & Maintenance to Baldwin County
Satellite Courthouse located in Foley and Silverhill Highway Maintenance Building

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”

PROJECT MANUAL

FOR

BALDWIN COUNTY COMMISSION

“ROOF REPAIRS AND MAINTENANCE TO THE BALDWIN COUNTY SATELLITE
COURTHOUSE LOCATED IN FOLEY & SILVERHILL HIGHWAY MAINTENANCE
BUILDING”

LABOR & INCIDENTAL MATERIALS CONTRACT

BALDWIN COUNTY COMMISSION
312 COURTHOUSE SQUARE
BAY MINETTE, AL. 36507

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SECTION 00300 - BID FORM

PROJECT IDENTIFICATION: **“ROOF REPAIRS AND MAINTENANCE TO BALDWIN COUNTY SATELLITE COURTHOUSE LOCATED IN FOLEY & SILVERHILL HIGHWAY MAINTENANCE BUILDING”**

BID TO: Baldwin County Commission

BID FROM: _____

1. BIDDER agrees to perform the Work as specified for the Bid Price and within the Bid Times indicated and in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
a. This Bid will remain subject to acceptance for 60 days after the day of Bid opening;
b. BIDDER will submit Owner’s contract forms and proof of insurance within 15 days of Notice of Award;
c. BIDDER has received the following Addenda receipt of which is hereby acknowledged;

Date	Number
_____	_____

3a. BID OPTION #1, “Shingle Roof Repairs” for Foley Courthouse. \$ _____

3b. BID OPTION #2, “Metal Roof Coating”, for Silverhill Building 200. \$ _____

4. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

“Shingle Roof Repairs”

a. Include cost to replace 10 SF of damaged EIFS wall.
10 SF @ _____ per SF = \$ _____ Included in Base Bid

b. Include cost to replace 25 SF damaged plywood, per SF
25 SF @ _____ per SF = \$ _____ Included in Base Bid

c. Include raking existing and installing new sealant, per LF.
50 LF @ _____ per LF = \$ _____ Included in Base Bid

d. Include installing new 5/8” gypsum, per SF.

50 SF @ _____ per SF = \$ _____ Included in Base Bid

“Metal Roof Coating”

- a. Include raking existing and installing 100 LF new sealant, per LF.
100 LF @ _____ per LF = \$ _____ Included in Base Bid

- b. Include cost to remove and replace 20 LF x 24” damaged sheet metal to include flashing, eave, jamb, ridge or rake profile.
20 LF @ _____ per LF = \$ _____ Included in Base Bid

5. SUBMITTED BY: _____, Date _____

6. COMPANY: _____

SECTION 01010 - Scope of Work

- A. Contract Time; Awardee(s) shall have **sixty (60) days** to complete all Work.
- B. Contractor Qualifications. Contractor shall provide evidence of all of the following requirements.
 - 1. A local office within 100 miles of project site, business in the same location for 2 years prior to project date.
 - 2. In-house sheet metal fabrication facilities at the same or adjacent physical address as main office.
 - 3. Specialty Trade - Roofing experience;
 - a. Contractor must have at least 4 full-time employees who each allocate 90% of their time towards roofing and waterproofing projects.
 - b. Contractor must have performed at least \$1M in "Roofing Projects" annually for the past 5 years, where the owner's Notice To Proceed lists 1) Contractor's name, 2) the project title mentions the word "Roofing" or "Reroofing", and 3) award amount.**

C. Summary of Work

<u>Building Name</u>	<u>Location</u>	<u>Scope</u>	<u>SF</u>
1. Building 200	Silverhill	Metal Roof Coating	7,000
2. Foley Courthouse	Foley	Shingle Repairs	400

- D. Contractors must confirm all existing footages, roof construction, and material quantity takeoffs.

SECTION 01600 – PRODUCTS, OWNER FURNISHED MATERIALS

A. Owner Purchased Materials

1. Owner shall provide materials and quantities listed below, Contractor shall be responsible for ordering materials, fabrication of metal profiles, receiving all quantities at jobsite, hoisting to rooftop, subsequent storage, and return of unused materials to owner's warehouse.
2. Contractor shall be responsible for purchase of any additional materials and quantities required to complete Specification and issue of manufacturer's warranty. Under no circumstances shall owner be responsible for ordering additional materials beyond those originally provided.
3. All unused Owner-purchased materials shall remain the possession of Owner.
4. All materials shall be kept covered from weather and set atop pallet at all times.

B. **Silverhill Building 200**

	<u>Material</u>	<u>Unit Size</u>	<u>Coverage</u>	<u>Qty</u>
1.	CPR White	5gal pail	1.5 gal/sq	22
2.	CPR Base Coat	5 gal pail	1.5 gal/sq	25
3.	CPR Seam Sealer	5 gal pail	5 gal/sq	3
4.	GRIP Polyester	6" x 300'		1

C. **Foley Courthouse**

	<u>Material</u>	<u>Unit Size</u>	<u>Coverage</u>	<u>Qty</u>
1.	RmerSeal SA Membrane	36" x 66"	200 SF	1
2.	GarlaFlex Mastic	5 gal pail	3 gal/sq	4
3.	GarlaPrime	5 gal pail	3 gal/sq	1
4.	Flat Stock	4'x10'	40 SF	2

SECTION 07120 – WALL WATERPROOFING (EIFS REPAIRS)

PART 1 – GENERAL

1.1 DESCRIPTION

- A. EIFS Wall Repairs (new insulation, adhesives, and stucco) related to shingle roof valley diverter installation.
- B. Horizontal and Vertical Sealants.

1.2 WARRANTIES AND GUARANTEES:

- A. Manufacturer's Warranty: Manufacturer's standard 5 year material warranty.
 - 1. Provide Manufacturer Warranty Certification that all products were installed according to manufacturer's requirements.
- B. The waterproofing Contractor shall provide Manufacturer a two (2) year warranty against defects in workmanship. The warranty shall include repairs of leaks in areas covered by this Scope of Work.

1.3 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the Roofing System Manufacturer will provide the following:
 - 1. Keep the Owner informed as to the progress and quality of the work observed.
 - 2. Provide job site inspections a minimum of one day per week, with written inspection reports of observations.

PART 2 - PRODUCTS

2.1 GENERAL:

- A. Provide waterproofing systems manufactured by Garland, Ecology or Hyload provided products and services meet minimum standards described below.
- B. No products shall be used that contain asbestos.

2.2 JOINT SEALANT:

- A. Modified Silane Sealant.: Single component elastomeric adhesive sealant.
 - a. Hardness, Shore A ASTM C 920 30
 - b. Tensile Strength ASTM D 412 225 psi
 - c. Ultimate Elongation ASTM D 412 500%

2.3 EIFS REPAIRS:

- A. Sheathing; exterior grade plywood, matching thickness. Substrate for EIFS repairs in lieu of gypsum sheathing.
- B. Cementitious stucco repair material.
 - 1. Base Coat ASTM C926
 - 2. Finish Coat ASTM C926 Type 'F'
 - 3. Compressive Strength ASTM C109, 7 days 900 psi
 ASTM C109, 28 days 1200 psi
- C. Expanded polystyrene (EPS) meeting ASTM C578, Type VIII.
 - 1. Compressive Strength ASTM D1621 13 psi
 - 2. R-Value 75F 3.9 / in.
 - 3. Density ASTM C203 30
- D. EPS Structural Adhesive
 - 1. Hardness, Shore A ASTM C661 50-55 +-3
 - 2. Shear Strength ASTM D1002 300 psi
 - 3. Slump (sag) ASTM C697 0
- E. Fiberglass Mesh; Woven fiberglass, meeting manufacturer's specification.
- F. Polyester Mesh;
 - 1. Tensile ASTM D 1682 75.3 lbs
 - 2. Elongation ASTM D 1682 44.25%
 - 3. Tear Strength ASTM D 1682 17.4 lbs

2.4 STUCCO COATING

- A. Valspar Reserve, color-matched.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Protect surfaces of the building and the surrounding grounds from contamination, soiling and damage during the waterproofing application.
- B. Pressure-wash all surfaces to receive new waterproofing work, removing all loose prior coatings, and any debris, grease, rust, or efflorescence, that will interfere with the adhesion of the new materials.
 - 1. Use an algacide as needed to achieve the desired degree of cleaning wall surfaces.

2. Following the pressure washing, scrape any existing coating to insure that it is adequately adhered, removing all remaining loosely bonded areas of old coating.

3.2 EIFS REPAIRS

- A. Perform repairs in all locations within the EIFS Waterproofing Scope.
- B. Remove damaged EFIS to vertical concrete substrate where indicated on drawings.
- C. Install matching insulation thickness to flush with adjacent EIFS.
- D. Sand and prep adjacent EIFS for tie-in, apply specified stucco repair coats.

3.3 EIFS WATERPROOFING

- A. Apply specified stucco coating, two coat pass at approximately one-gallon per square per coat.

3.4 SEALANTS

- A. Where metal meets EIFS, rake out existing and apply specified new sealant.

END OF SECTION 07120

SECTION 07312 - SHINGLE ROOF REPAIRS

PART 1 - GENERAL

1.1 SUMMARY

- A. Roofing repairs to shingle roofs to consist of shingles, underlayments, mastics and sheet metal flashing.

1.2 SUBMITTALS

- A. Provide data sheets for all specified products.
- B. Provide sample 3-tab shingle demonstrating color and profile match.

1.3 WARRANTY

- A. Contractor to provide one-year watertightness warranty for all repairs.

1.4 QUALITY ASSURANCE

- A. Materials Manufacturer is to provide quality control site visits during construction a minimum of one days per week, with inspection reports provided weekly to Architect/Owner.
- B. Installer Qualifications:
 - 1. Installer must be a certified Contractor for the repair materials Manufacturer.

1.5 REGULATORY REQUIREMENTS

- A. Install all roofing products in accordance with all federal, state and local building codes.
- B. All work shall be performed in a manner consistent with current OSHA guidelines.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.

2.6 PRIMER

- A. ASTM D41 asphalt primer.

2.7 FASTENERS

- A. Shingle Nail (hand nail only): galvanized steel, 12 ga, 3/8" head, 1" .
 - 1. Do-All LocNail by ES Products, or equal.
 - 2. 1.75" length
- B. Fasteners for gypsum repairs attached to steel deck
 - 1. Type: #15 HD
- C. "Cap Nails" shall be integral steel cap with 1-inch length and 1-inch diameter, corrosion resistant per ASTM G 85.

2.8 WOOD

- A. Lumber: Pressure-treated ACQ, no warps, matching thickness of adjacent insulation.
- B. Plywood: Exterior grade, CDX.

PART 3 - EXECUTION

3.1 COORDINATION

- A. Due to the sensitive nature of occupants, Owner will provide a schedule of when repairs can be made and staging locations.

3.2 DEMOLITION

- A. Remove existing shingles, unbonded underlayment, sheet metal flashing and counterflashing, sealants and mastics in a thirty six inch (36") wide area adjacent to vertical EIFS wall, approximately twenty (20) LF total.

3.3 DECK REPAIRS

- A. Remove shingles and base sheet and nails.
- B. Install new matching thickness gypsum decking, mechanically fastened into steel deck.

3.4 PRIMER

- A. Apply asphalt primer at 1.0 gallons per square to the composite gypsum-steel deck.

3.5 UNDERLAYMENT

- B. Install new self adhering membrane fully adhered to deck.

3.6 VALLEY FLASHING

- A. Apply continuous bed of SBS mastic.
- B. Install new valley base flashing with return-hem, fastened at hem and wall.
- C. Apply bed of SBS Mastic along valley trim.
- D. Install new specified shingles, 6 nails per shingle, handnailed.

3.7 VALLEY END-DAM

- A. Fabricate and install new metal end-dam to shed water away from EIFS wall.
- B. Apply sealant at intersection of end dam and EIFS wall.

3.8 METAL COUNTERFLASHING

- A. Remove existing metal counterflashing and install new metal counterflashing inserted into existing through-wall receiver.

END OF SECTION 07312 - SHINGLE ROOF REPAIRS

SECTION 07540 - FLUID APPLIED ROOFING METAL ROOFS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Perform preparation and metal flashing repairs followed by application of a fluid applied membrane roof installed to the existing structural metal roof system, per manufacturer's instructions and code compliance.

1.2 SUBMITTALS

- A. Indicate replacement fastener types and spacings and provide fastener pullout values.
- B. Submit copy of Manufacturer's testing and certification for the specified system.
- C. Submit a copy of manufacturer's 10 year warranty.
- D. Provide evidence that manufacturer's representative has minimum ten (10) years experience with the specified fluid applied roof system.
- E. Contractor's two (2) year watertightness warranty.

1.3 QUALITY ASSURANCE

- A. All products shall be provided or approved by a single Manufacturer.
- B. The system shall be installed by an approved applicator of the Manufacturer.
- C. All materials shall be installed as per accepted roofing practice and in strict accordance with Manufacturer's written specifications. Any deviation must be approved, in writing, by Manufacturer.
- D. Manufacturer shall provide site inspections of the Work in progress, a minimum of two (2) days per week, and issuing inspection reports to contractor on a weekly basis. General comments of the progress of the Work shall be included. All deviations from specification shall be photographed with explanations. Site visits shall be coordinated with Owner's Representative upon request. All reports shall be turned in to Owner at job close-out.

1.4 WARRANTY

- A. Provide manufacturer's standard limited Warranty signed by an authorized representative of the fluid applied roofing system manufacturer, on form published with current product literature as of date of Contract Documents.
 - 1. Warranty shall cover, in part, leakage or failure caused by improper workmanship or materials, to include insulation, insulation adhesives, fasteners, membrane adhesives, field membranes, flashing membranes, and sheet metal flashing.
 - 2. Warranty Period: Manufacturer's standard 2-year limited warranty.
 - 3. Warranty shall have no provision for permanent voiding of the entire future warranty obligations.
 - 4. Warranty shall not charge Owner for leak investigation or storm event inspection costs for any reason.
 - 5. Warranty shall not exclude liability for manufacturer's design support and site inspections required by these specifications.
 - 6. Warranty is allowed to be modified into specification compliance by rider, signed by manufacturer's full time employee.
 - 7. Installer shall provide manufacturer with a two (2) year warranty covering roofing system installation and water tightness.

1.5 STORAGE AND HANDLING

- A. All materials, except bulk deliveries, shall be delivered in the manufacturer's original containers. The containers shall be sealed and display the manufacturer's original label(s).
- B. All liquid materials shall be stored in a cool, dry, shaded area during hot weather or in a dry, heated area during cold weather. Roll goods and granules shall be stored in a clean, temperature controlled area. Any materials exposed to the elements shall be elevated above the ground and covered by a tarpaulin. Materials must not be exposed to excessive heat or direct flame.
- C. Materials shall be handled so as to minimize damage or contamination with moisture or foreign matter. Solvent based materials are combustible. Keep containers closed when the materials are not in use. Wear sunglasses to prevent eye damage and use suntan lotion to prevent sunburn when applying white reflective coating.

1.6 JOB CONDITIONS

- A. Roofing materials shall not be applied during inclement weather and the installation shall not proceed in the event that precipitation is probable during application.
- B. Coatings shall be stored at room temperature until immediately prior to use when the ambient temperature is 40° F or below, including wind chill. Discontinue the

application of coatings if the material can not be stored at temperatures which permit even distribution during application.

- C. When applying materials with spray equipment, take precautions to prevent overspray from damaging or defacing surrounding walls, building surfaces, vehicles or other property.
- D. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- E. The completed roof system must be protected from foot traffic until fully cured.

1.7 WARRANTY

- A. Provide 10 year (5+5) limited watertightness warranty from manufacturer, covering labor and materials for leakage.
- B. Warranty shall not charge Owner for site visit for any reason.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide a fluid applied roof system compatible with metal roofing, approved by manufacturer for the specific site conditions.
 - 1. Base Coat
 - a. Base: Solvent
 - b. Elongation (ASTM D-412) 200%
 - c. Tensile Strength (ASTM D-412) 200 psi
 - 2. Top Coating
 - a. Color: White
 - b. Base: Solvent
 - c. Elongation (ASTM D-412) 600%
 - d. Tensile Strength (ASTM D-412) 1600 psi
 - e. SRI: 95
 - 3. Fabric Reinforcement
 - a. Woven polyester reinforcement
 - 4. Trowel Grade Mastic
 - a. Base: Solvent
 - b. Elongation (ASTM D-412) 400%
 - c. Tensile Strength (ASTM D-412) 600 psi
 - 5. Sealant
 - a. Base: Modified Silane
 - b. Elongation (ASTM D-412) 500%
 - c. Tensile Strength (ASTM D-412) 225 psi

PART 3 - EXECUTION

3.1 INSPECTION

- A. A pre-job conference between owner, applicator and manufacturer shall be conducted prior to the start of the roofing installation.
- B. The applicator shall inspect the roof prior to the roofing application to verify that there are no conditions which will inhibit the proper application of the fluid applied roof system. The applicator must verify the acceptability of the pre-engineered metal panel over which the materials are to be applied. The fluid applied roof system is a maintenance system for structural metal roof systems.

3.2 CLEANING AND PREPARATION

- A. Any and all defects such as deteriorated roof decks, rust perforations, etc., must be repaired or replaced prior to the application of the coating system.
- B. The surface must be clean, dry and free of loose scale, rust, dirt, mold, mildew, dust and debris.
- C. Powerwashing to remove all loose rust or scale is required. Use a high volume air broom or compressed air to remove residual dust. Observe all applicable OSHA regulations.
- D. Excessively rusted areas must be treated with a quick drying red oxide rust primer prior to the application of the coating system. The primer should be permitted to dry completely before coatings are applied.
- E. Fasteners: Replace all missing fasteners with a slightly larger fastener. All loose fasteners must be tightened. Field Fasteners: Apply trowel grade mastic over fastener-heads. Flashing/Curb Fasteners: Apply sealant over fastener-head.

3.3 FABRIC REINFORCEMENT; GENERAL

- A. Consult manufacturer for fabric reinforcement requirements. In no case should polyester fabric be applied over tops of fastener-heads. Cut-outs in the polyester should be made for each individual fastener-head.
- B. Each fastener-head shall be re-tightened or replaced if spun-out.
- C. Each fastener-head shall receive application of trowel grade mastic or caulk-grade sealant.
- D. At the base of each fastener-head, coating and polyester shall butt up to the caulk-grade sealant.

3.4 CURB REPAIR

- A. Apply metal primer per manufacturer's instructions.
- B. Apply sealant over all critical areas and uneven substrates.
- A. Coat the horizontal flange-lap minimum 6 inch width with coating applied at a minimum rate of two gallons per 100 sq. ft. Embed polyester into the coating and top dress with additional application of coating applied at a minimum rate of two gallons per 100 sq. ft.
- C. Consult manufacturer for use of polyester reinforcement.

3.5 VALLEY

- B. Apply sealant at critical areas and uneven substrates, and continuous application into valley trim crevice.
- C. Coat the horizontal flange-lap minimum 6 inch width with coating applied at a minimum rate of two gallons per 100 sq. ft. Embed polyester into the coating and top dress with additional application of coating applied at a minimum rate of two gallons per 100 sq. ft.
- D. Consult manufacturer for use of polyester reinforcement.

3.6 HORIZONTAL LAPS

- A. Do not use polyester reinforcement that would create a 'buckwater' lap, without consulting with Manufacturer for alternatives.
- B. Apply sealant between the panel laps, not over the top of the laps.
- C. Follow manufacturer's instructions regarding polyester usage based on site conditions, it may be necessary to treat only horizontal laps that have experienced previous leakage.

3.7 TRIM LEAKAGE (RIDGE, RAKE)

- A. At trim having slope of one (1) inch per foot or greater, coat both sides of the trim-lap, minimum 6 inch width, with trowel grade mastic at a minimum rate of one and one-half (1-1/2) gallons per 100 sq. ft. Embed polyester into the coating and top dress with trowel grade mastic at a rate of one to two gallons per 100 sq. ft.

3.8 FIELD APPLICATION: WHITE ELASTOMERIC COATING SYSTEM

- A. The installation must start at the ridge and proceed towards the gutter or lower edge. Apply Base Coat at a rate of one and one-half (1-1/2) gallons per 100 sq. ft. over the entire roof surface. Allow the coating to dry completely.
- B. Apply Top Coat over the entire roof surface at a minimum rate of one and one-half (1-1/2) gallons per 100 sq. ft.
- C. Permit the roof system to cure for ten to thirty days or until such time as the surface will support traffic without deformation or tracking.

END OF SECTION 07540 - FLUID APPLIED ROOFING

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & 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 _____, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____

- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not

affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

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

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG23-02**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG23-02 – Labor and Incidental Materials for Roof Replacement & Maintenance to Baldwin County Satellite Courthouse located in Foley and Silverhill Highway Maintenance Building 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 or PROVIDER 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.

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

XX. **Direct Expenses.** Compensation to PROVIDER for work shall be 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

XXI. **Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. **Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **sixty (60) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. **Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

- XXV. Number of Originals. This Contract shall be executed with three originals, all 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, 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 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.

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

XXX. The public works project which is the subject of this invitation to bid is 100% funded by the Baldwin County Commission.

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.

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

COUNTY

ATTEST:

JAMES E. BALL /Date
Chairman

RONALD J. CINK /Date
Budget Director

State of Alabama)

County of Baldwin)

I, _____ 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 Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2022.

Notary Public
My Commission Expires

SIGNATURE & NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider's Name

_____/_____
By _____/Date
Its _____

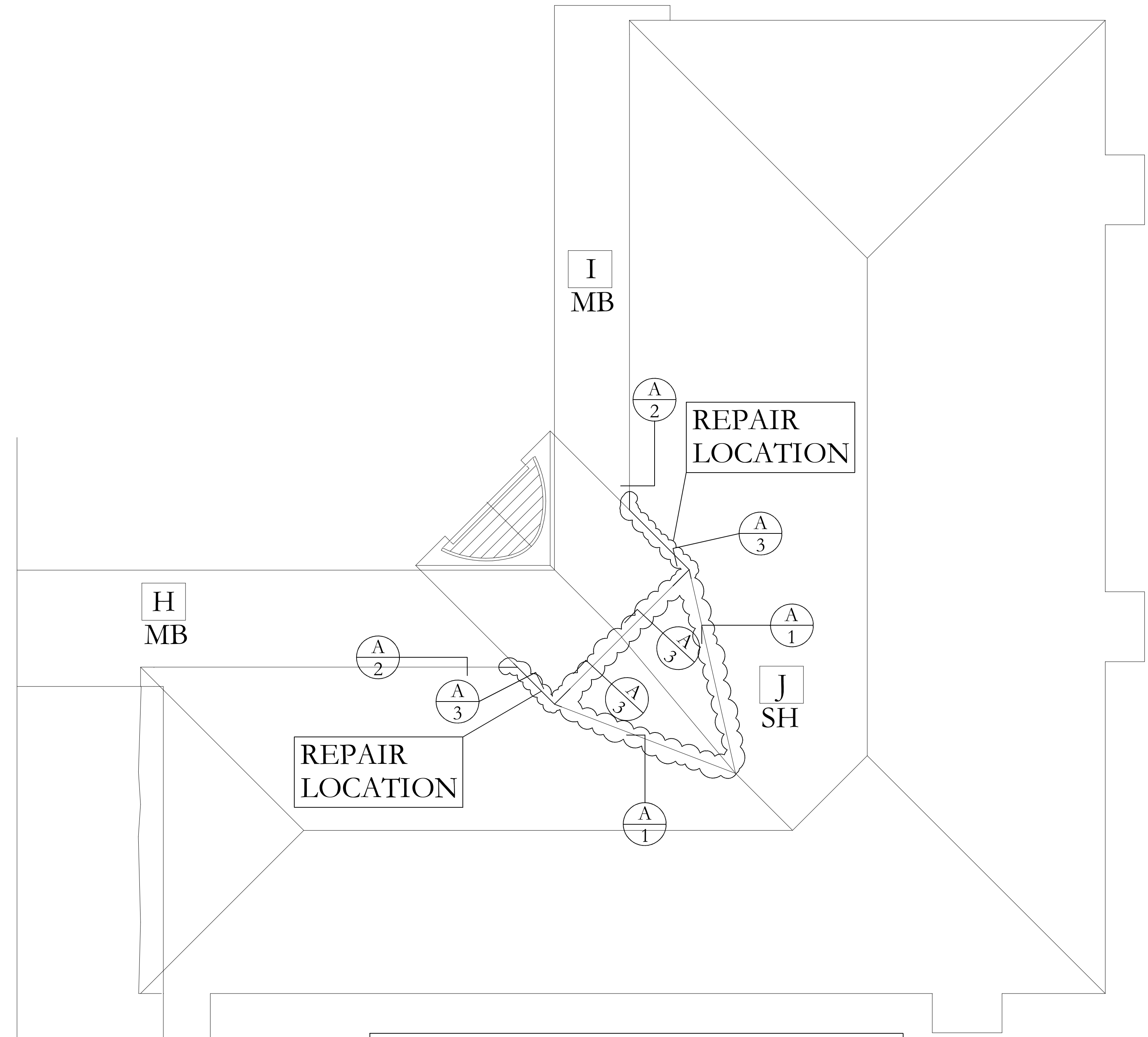
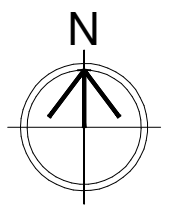
State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2022.

Notary Public
My Commission Expires



NOTES;
 1. ALL WORK OCCURS ON THE SHINGLE ROOF ONLY.
 2. TOTAL FOOTAGES TO BE INCLUDED IN BASE BID;
 A. EAVE; 4 LF (12 SF SHINGLES)
 B. VALLEY @ JAMB; 40 LF (120SF SHINGLES)
 C. RE-SHINGLE VALLEY; 65 LF (260 SF SHINGLES)
 D. TOTAL SHINGLE QUANTITY; 400SF

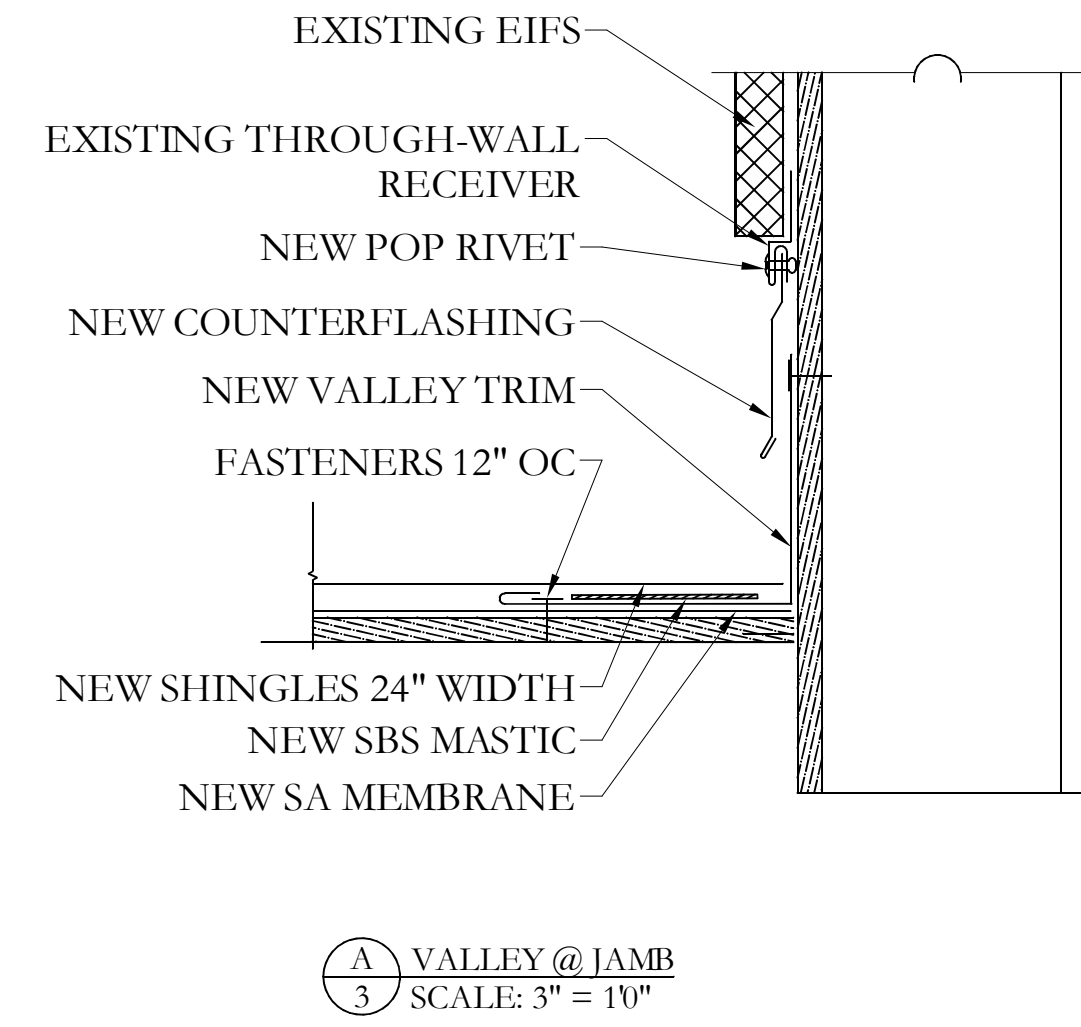
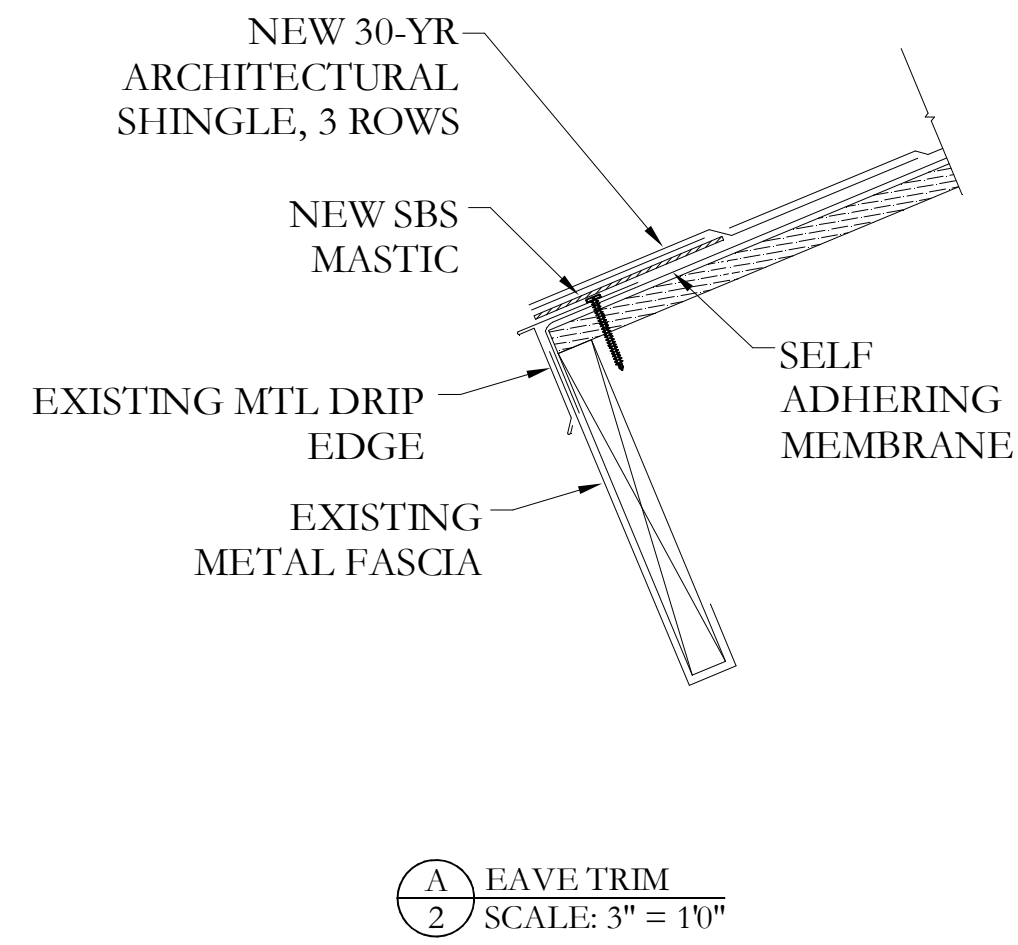
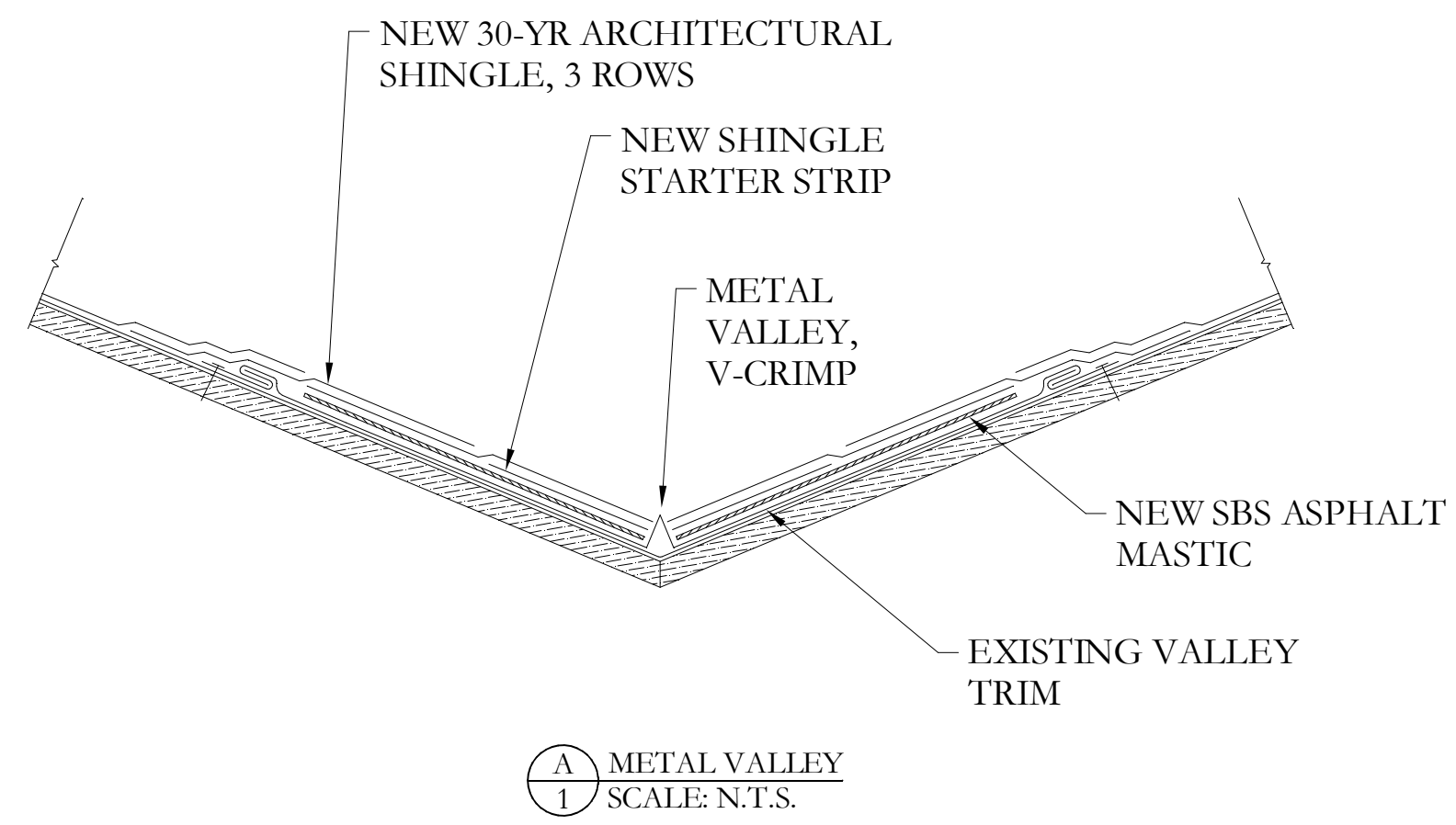
A
 1 FOLEY COURTHOUSE
 SCALE: 3/32" = 1'0"

L.A. RESEARCH AND
 ENGINEERING
 5815 I-10 INDUSTRIAL PARKWAY SOUTH
 THEODORE, AL 36682
 PHL: 251.653.9009 FX: 251.653.5803

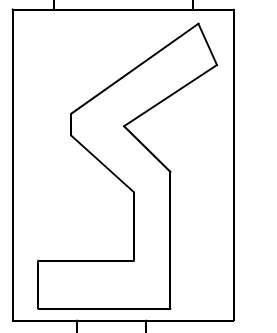
BALDWIN COUNTY COMMISSION
 2022 PHASE I REPAIRS
 FOLEY COURTHOUSE

DRAWN	L.A.
CHECKED	A.M.
DATE	09/15/2022
SCALE	3/32"=1'0"
SHEET SIZE	ARCH D
JOB #:	N/A

SHEET
A-1
 1 OF 2 SHEETS



BALDWIN COUNTY COMMISSION
 2022 PHASE I REPAIRS
 FOLEY COURTHOUSE



L.A. RESEARCH AND
 ENGINEERING
 5815 I-10 INDUSTRIAL PARKWAY SOUTH
 THEODORE, AL 36682
 PH: 251.653.9009 FX: 251.653.5803

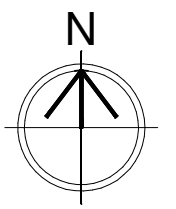
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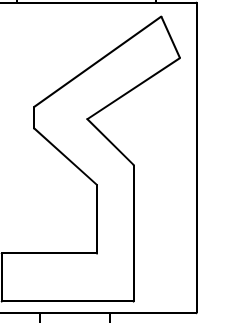
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A-2

1 OF 2 SHEETS



LA RESEARCH AND
ENGINEERING
5815 I-10 INDUSTRIAL PARKWAY SOUTH
THEODORE, AL 36582
PH: 251.653.9009 FX: 251.653.5803



BALDWIN COUNTY COMMISSION
2022 PHASE I REPAIRS
SILVERHILL AREA 200

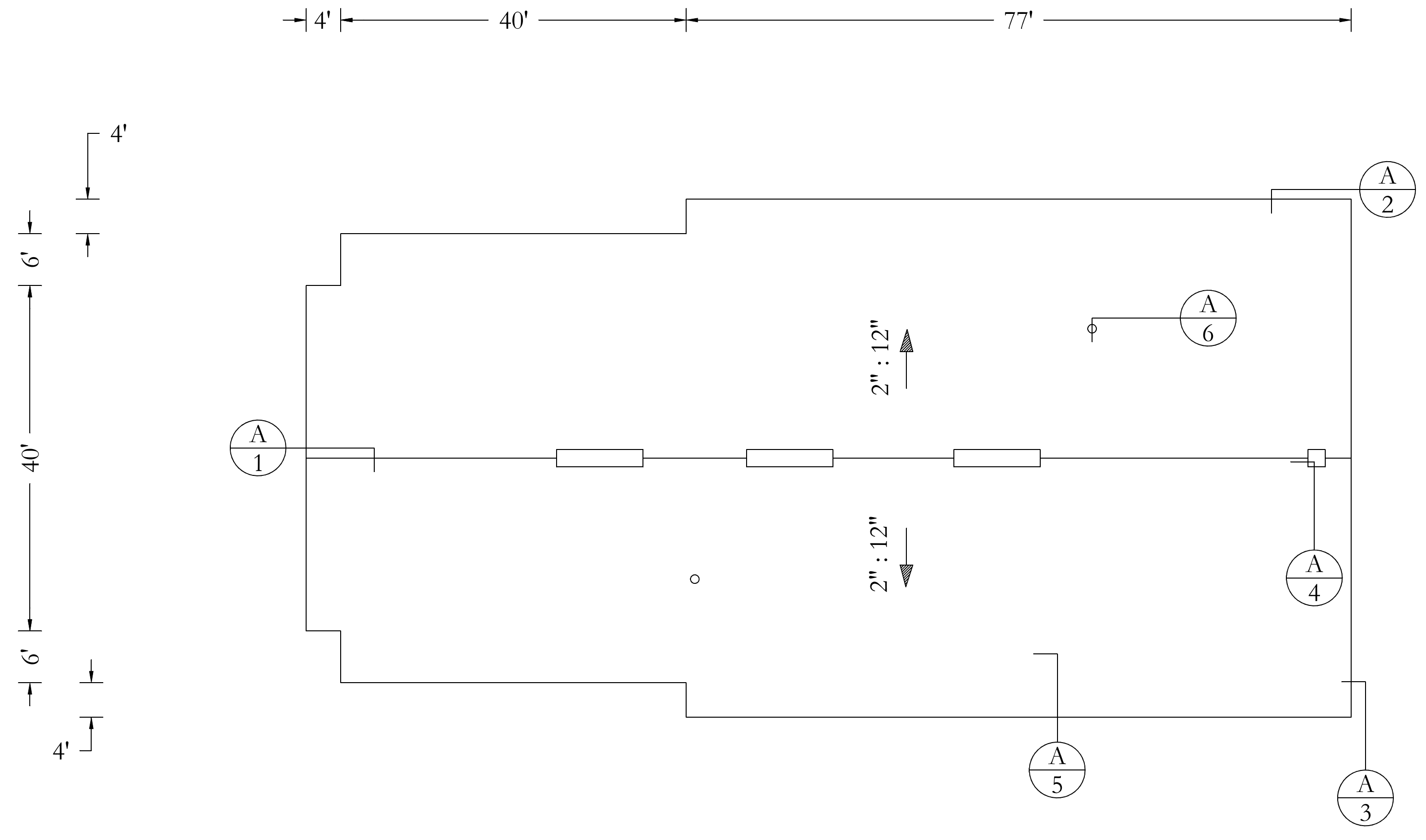
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09/15/2022
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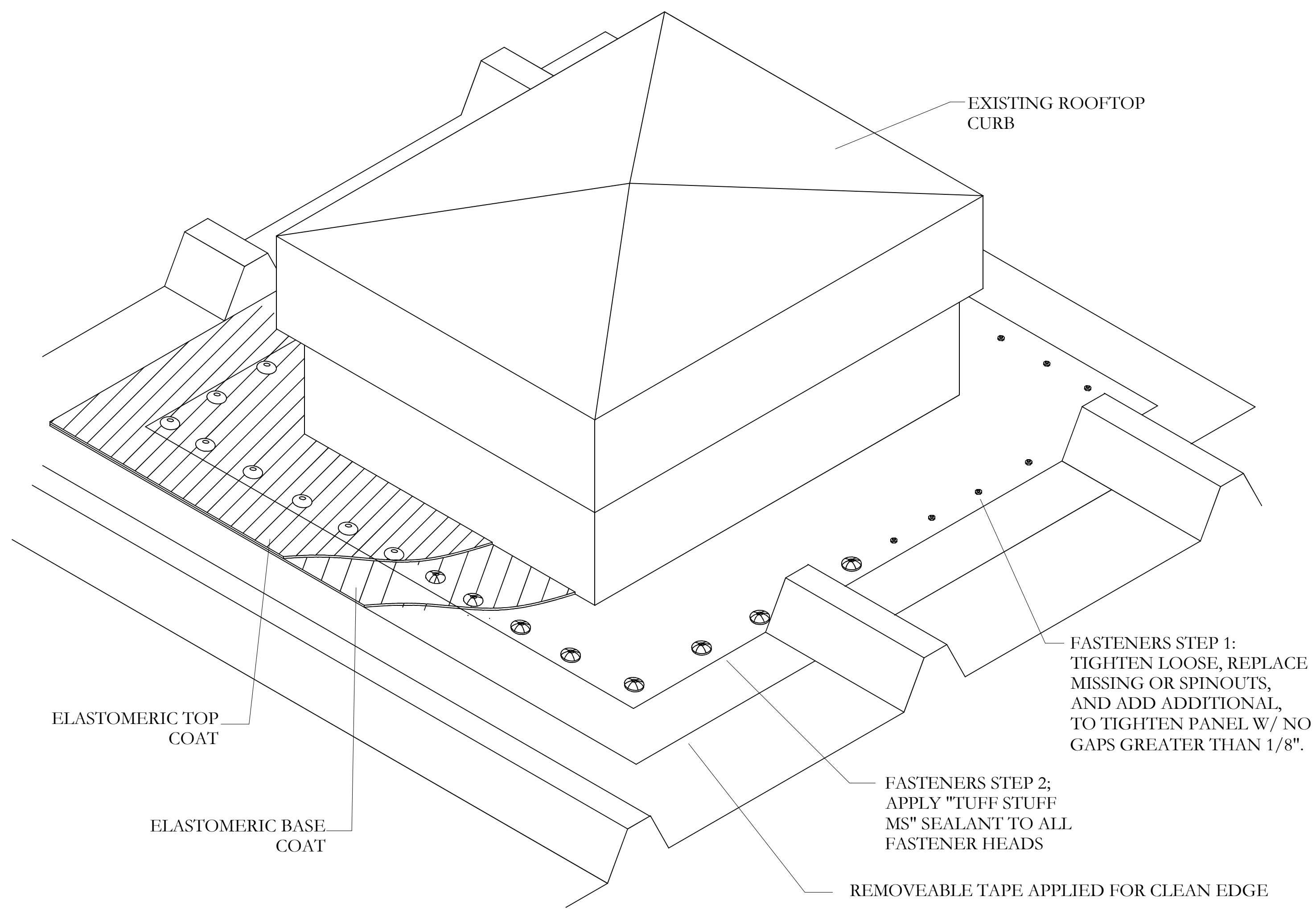
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A-1

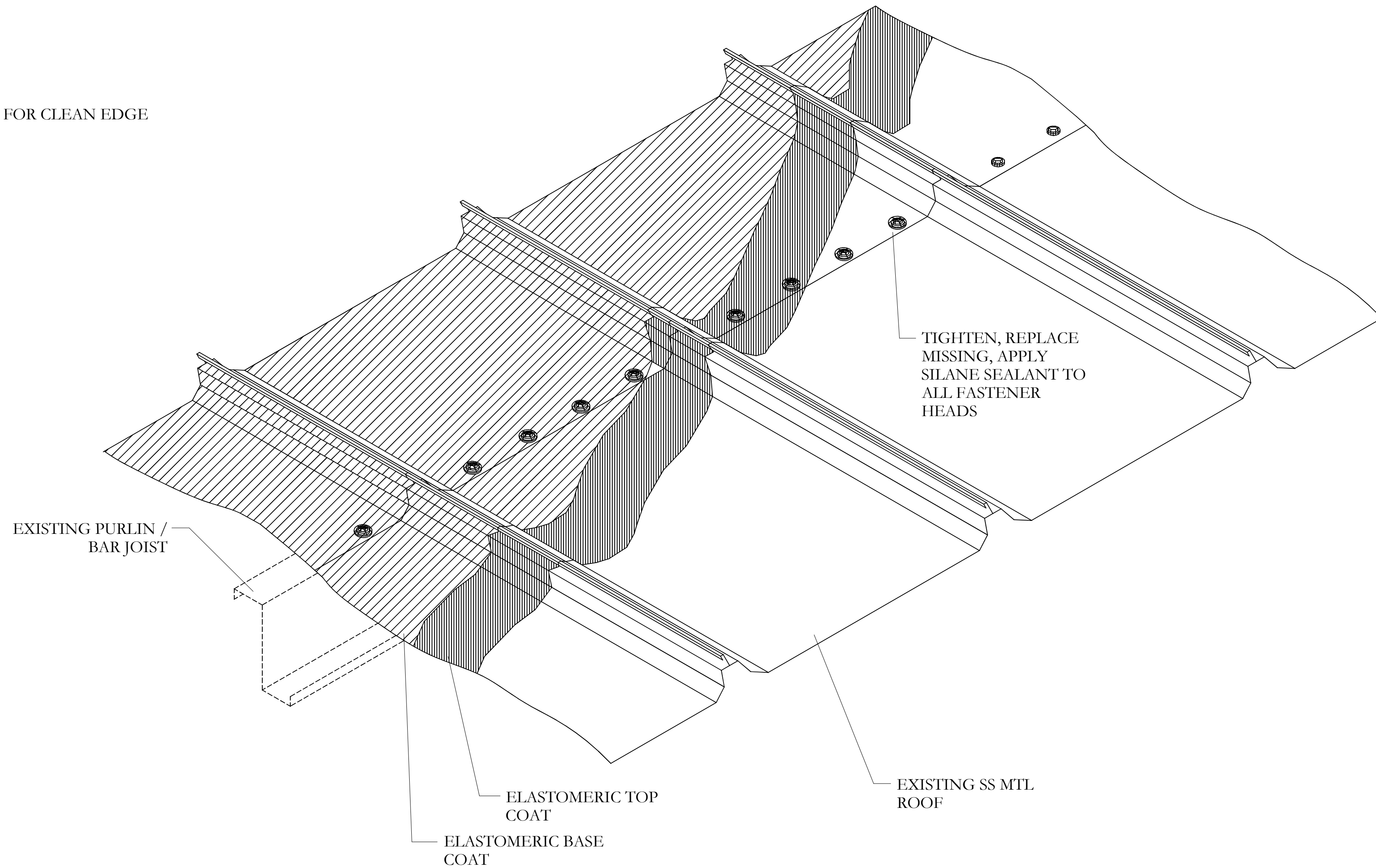
1 OF 2 SHEETS



A1 AREA 200 SILVERHILL ROOF PLAN
1 SCALE: 3/32" = 1'0"



A2 METAL CURB REINFORCEMENT
1 SCALE: 3" = 1'0"



A2 METAL ROOF CONSTRUCTION
2 SCALE: 3" = 1'0"

