

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION #2023-185
OF THE
BALDWIN COUNTY COMMISSION**

**RESOLUTION APPROVING PUBLIC WORKS PROJECT USING
AMERICAN RESCUE PLAN ACT FUNDS**

WHEREAS, Baldwin County, Alabama, (the "County") has received American Rescue Plan Act State and Local Fiscal Recovery Funds ("ARPA funds"); and

WHEREAS, the Baldwin County Commission (the "Commission") is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, the Final Rule issued by the U.S. Department of Treasury on January 6, 2022, provides that improvements to ventilation systems in public facilities to mitigate the spread of COVID-19 are an eligible use of ARPA funds; and

WHEREAS, by way of resolution dated September 20, 2022, the Commission allocated \$947,305 in ARPA funds to implement improvements to the ventilation system servicing the County-owned Probate Office building located at 220 Courthouse Square, Bay Minette, Alabama, that are reasonably necessary to bring the system into compliance with the core guidelines and recommendations for mitigating the spread of COVID-19 issued by the Centers for Disease Control (the "Project"); and

WHEREAS, the COMMISSION has, with the help of an independent consultant, had the current ventilation system and lavatories in the Baldwin County Probate Judge's Building evaluated and has determined that upgrades are necessary to meet current ASHRAE standards and guidelines of the Centers for Disease Control for the prevention and mitigation of COVID-19; and

WHEREAS, the COMMISSION has determined that upgrades to the existing HVAC system and lavatories to mitigate the spread of COVID-19 in public facilities is a reasonable, necessary, and proportionate expenditure of ARPA funds; and

WHEREAS, following the issuance and advertisement of INVITATION TO BID NO. WG23-34, in which sealed bids were publicly opened, All Florida Mechanical Services, LLC, bid was evaluated and determined by the COMMISSION to represent the lowest responsive and responsible bid thereto; and

WHEREAS, the COMMISSION is satisfied that the process performed by the County and the bids received are in substantial compliance with the Public Works Law.

WHEREAS, the Commission has determined that engaging All Florida Mechanical Services, LLC, to perform professional design services is a necessary, reasonable, and appropriate expenditure of ARPA funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION AS FOLLOWS:

- 1) The Commission hereby allocates up to \$130,307 of the \$947,307 previously allocated ARPA funds to All Florida Mechanical Services, LLC to make the improvements to the ventilation system servicing the County-owned Probate Office building located at 220 Courthouse Square, Bay Minette, Alabama.
- 2) The Commission hereby resolves to enter into the Agreement with All Florida Mechanical Services, LLC attached to this Resolution as Addendum 1.
- 3) The allocation and expenditure of ARPA funds for the purposes described herein shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

IN WITNESS WHEREOF, the Baldwin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 19th day of September, 2023.

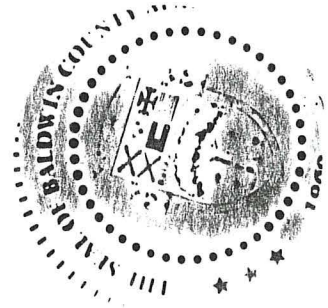


Charles F. Gruber, Chairman
Baldwin County Commission

ATTEST:



Roger H. Rendleman, County Administrator



Attachment 4

CONTRACT

State of Alabama)

County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

This Contract for Public Works Services is made and entered into by and between the Baldwin County Commission (hereinafter called "COMMISSION") acting as the governing body for Baldwin County, and All Florida Mechanical Services, LLC, PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the COMMISSION, on behalf of the County, has received American Rescue Plan Act State and Local Fiscal Recover Funds ("ARPA funds") and is charged with ensuring such funds are expended in accordance with state and federal law; and

Whereas, the Final Rule issued by the U.S. Department of Treasury on Jan. 6, 2022, provides that improvements to public facilities, including enhancements to ventilation systems and touchless lavatory mechanisms to mitigate the spread of COVID-19 are an eligible use of ARPA funds; and

Whereas, the COMMISSION has, with the help of an independent consultant, had the current ventilation system and lavatories in the Baldwin County Probate Judge's Building evaluated and has determined that upgrades are necessary to meet current ASHRAE standards and guidelines of the Centers for Disease Control for the prevention and mitigation of COVID-19; and

Whereas, the COMMISSION has determined that upgrades to the existing HVAC system and lavatories to mitigate the spread of COVID-19 in public facilities is a reasonable, necessary, and proportionate expenditure of ARPA funds; and

Whereas, following the issuance and advertisement of INVITATION TO BID NO. WG23-34, in which sealed bids were publicly opened, PROVIDER's bid was evaluated and determined by the COMMISSION to represent the lowest responsive and responsible bid thereto; and

Whereas, the COMMISSION is satisfied that the process performed by the County and the bids received are in substantial compliance with the Public Works Law.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COMMISSION 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: All Florida Mechanical Services, LLC

II. Obligations Generally. The COMMISSION hereby retains, and the PROVIDER agrees to perform for the COMMISSION, those public works 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 COMMISSION 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 COMMISSION 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 COMMISSION in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local, and municipal laws and regulations, including but not limited to Section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, Subpart A and guidance issued by Treasury.

Federal regulations which may be applicable to this Contract may include, without limitation, the following:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.

OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's

Implementing regulation at 31 C.F.R. Part 19.

Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.

Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

The Age Discrimination Act of 1975, as amended (42 USC §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

PROVIDER agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

PROVIDER understands that making false statements or claims in connection with the

use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, PROVIDER may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractors shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (Apr. 18, 1997), PROVIDER is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Terms and Conditions related to contractors, mechanics, and laborers:

The following terms and conditions must be built into any bid or resulting contract documents with any contractor engaged to perform work on the project:

PROVIDER must agree to the terms and conditions included above.

PROVIDER must use strong labor standards, including payment of a competitive and prevailing wage in the County.

PROVIDER must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

PROVIDER should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable to the affected employee for the employee's unpaid wages; and to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION 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 COMMISSION'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 COMMISSION to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COMMISSION 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XI. Entire Agreement. This agreement represents the entire and integrated agreement between COMMISSION 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.

XII. Failure to Strictly Enforce Performance. The failure of the COMMISSION 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 COMMISSION 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 COMMISSION, which may be withheld or granted in the sole discretion of the COMMISSION.

XIV. Ownership of Documents/Work. The COMMISSION 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 COMMISSION 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 COMMISSION's prior written consent, which may be withheld or granted in the sole discretion of the COMMISSION.

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: All Florida Mechanical Services, LLC
Attn: Robin Sanders
1620 West Timberlane Drive
Plant City, FL 33653

COMMISSION: 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 COMMISSION as a professionally qualified contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid WG23-34**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG23-34 – Purchase & Installation of Five (5) New Roof Top HVAC Units Baldwin County Probate Judge's Building for the Baldwin County Commission", as described in Section II."

i. PROVIDER will provide ongoing communications with COMMISSION regarding this service, including updates, emails, etc., as requested. Additionally, PROVIDER will meet with COMMISSION as needed or requested.

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

III. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COMMISSION, 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 COMMISSION.

- I. The COMMISSION shall provide reasonable notice to PROVIDER whenever the COMMISSION 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.
- II. The COMMISSION shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COMMISSION 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 COMMISSION shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COMMISSION 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 COMMISSION.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **\$130,307.00**. 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. The COMMISSION agrees and promises to pay the PROVIDER for said work performed in compliance with the provisions of the Alabama Code (1975) §39-2-12, when completed in accordance with the provisions of this Contract, upon presentation of proper certificates approved by the architect/engineer of record and County and pursuant to the terms of the Contract. Consistent with Alabama law, five percent (5%) retainage shall be withheld from payment on the fifty percent (50%) of the work completed, until such time as the project has been certified by the architect/engineer of record that the project has been complete and certification of advertisement of completion has been provided. Payment shall be made by the COMMISSION within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COMMISSION 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 no more than five (5) days after receipt of equipment 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 of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

XXVI: Governing Law: This Contract in all respects, including, without limitation, its formation, validity, construction, enforceability, and available remedies, shall be governed by the laws of the state of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance and bonds: Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to COMMISSION, throughout the term of hereof, insurance and bonds consistent with the amounts and requirements as provided in Section I(L) of INVITATION TO BID NO. WG23-34. Should PROVIDER fail to furnish current evidence upon demand of any insurance or bonds required hereunder, or in the event of cancellation, termination or change in any such insurance or bonds, COMMISSION 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, including calling of any applicable bond.

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

COMMISSION

ATTEST:

Charles F. Gruber
CHARLES F. GRUBER
CHAIRMAN

19/11/23
/Date

Roger H. Rendleman
ROGER H. RENDLEMAN
COUNTY ADMINISTRATOR

17/11/23
/Date

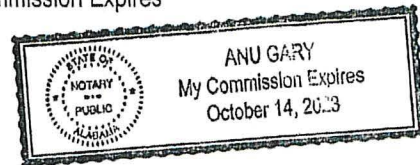
State of Alabama)

County of Baldwin)

I, Anu Gary, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and official seal, this the 11th day of September, 2023.

Anu Gary
Notary Public
My Commission Expires



NOTARY PAGE TO FOLLOW

PROVIDER:

All Florida Mechanical Services, LLC

By [Signature] /Date 8-18-23
Its Rick A. Lott Managing Member

State of Florida

County of Hillsborough

I, Beatrice Hernandez, Notary Public in and for said County and State, hereby
certify that Rick A. Lott as Managing Partner of All Florida Mechanical Services, LLC,
whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before
me on this day that, being informed of the contents of the Contract for Public Works Services, executed
the same voluntarily on the day the same bears date for and as an act of said All Florida Mechanical
Services, LLC.

GIVEN under my hand and seal on this the 18 day of August, 2023.



[Signature]
Notary Public