

BID #WG19-51 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

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

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

BID RESPONSE FORM

Each bidder shall use the Response Form provided in the bid documents. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

BID PRICE

Bidder shall give a Lump Sum Price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to on site delivery, freight, equipment materials, etc.

DELIVERY

Delivery shall be as soon as possible. Delivery time and installation shall be stated on the Bid Response Form. On-Site Delivery and installation shall be to the Baldwin County BRATS Building located at 18100 County Road 54, Robertsedale, AL 36567. **Lead time of generator shall be designated on the bid response form.** All work should be coordinated with the Baldwin County Building Maintenance Director, Junius Long at (251) 295-3133.

WARRANTY

A copy of the standard manufacture warranty shall be attached to the Bid Response Form.

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable 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/PAYMENT BOND

A performance bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. Bonds must conform with the American Institute of Architects (AIA) bond forms. Proof of bonding ability for this project must be submitted with bid. 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. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.** Bidder(s) must have 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. **Alabama General Contractors License Number must be listed on the outside of your bid package.**

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance must be 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

The 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 with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$500,000.00 personal and advertising injury. 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, for 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 \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, the Consultant shall at all times indemnify, defend and save harmless the County and its Commissioners, departments, officers and employees, against all liability, claims of liability, loss, cost or damage, including but not limited to, property damage, bodily injury, death and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever as a result the work performed by the Consultant pursuant to the Contract, and the Consultant will, at his expense, defend on behalf of the County and its Commissioners, departments, officers and employees, either or all, any suit brought against them or any of them, arising from any such cause.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractor 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.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

FUNDING SOURCE

This project which is the subject of this invitation to bid is 75% Federal Emergency Management Agency Funds and 25% County Funding.

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, executive orders, FEMA policies, procedures, and directives, state, local and municipal laws and regulations, including but not limited to the Federal Emergency Management Agency Regulations 2 C.F.R. § 200.317-200.326 and Part 200, Appendix II, Required Contract Clauses which includes, Davis Bacon Act; Copeland "Anti-Kickback" Act; Lobbying; Equal Employment Opportunity; Clean Air Act; Drug-Free Workplace; Federal Water Pollution Control Act; Debarment and Suspension; Byrd Anti-Lobbying Amendment; Solid Waste Disposal Act; Compliance with the Contract Work Hours and Safety Standards Act; etc. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations. Further, Contractor is referred to the statement of "Bidder Qualifications" set out above.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

LOBBYING RESTRICTIONS

Federal monies made available by the U. S. Federal Emergency Management Agency and such laws contain provisions restricting lobbying activities. None of the federal monies shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in Title 18 United States Code Section 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

ACCESS TO RECORDS

The Contractor agrees to provide Baldwin County Commission, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statement) applies to the contractor's actions pertaining to this contract.

CONTRACTOR CHANGES

All change orders, modifications, or construction changes to this Contract must be approved by the Baldwin County Commission prior to any work being done. Changes Orders will not exceed 10% of the original project cost.

EQUAL EMPLOYMENT OPPORTUNITY

Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix, II, C.

a. Key Definitions.

- (1) **Federally Assisted Construction Contract**. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work

which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a

collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (I) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

DAVIS BACON WAGE RATE REQUIREMENTS

In accordance with Davis Bacon Act (40 U.S.C. §§3141-3144 and 3146-3148) requires that all workers employed by the Contractor and subcontractors of the Contractor working upon the site of the work shall be paid wages at rates not less than those prevailing on projects of a character in the locality as

determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code and will be paid unconditionally and not less than one a week. Pursuant to 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3as may be applicable, which are incorporated by reference into this contract. The current Davis Back Wage Rate Sheet is attached.

SPECIFICATIONS FOR JOHN DEERE 125 KW DIESEL GENERATOR OR EQUAL

Unit Model: John Deere Diesel 125kW or equal
Emergency Stationary Standby Power Rating at 1800 RPM
Governor – Electronic Isochronous
EPA – Tier 3, UL 2200 Listed

Voltage: 108/120V 3 Phase 60 Hz 0.8 PF

Gen Model: Marathon 363CSL 1607 12 Lead Wired 208V 3 Phase Low Wye 130° C Rise Over 27°C Ambient

Voltage Regulator: Marathon SE350 Automatic Voltage Regulator

Control Panel: Blue Star DGC-202 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Over crank
Shutdowns, Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing
Switch. Optional Features Include: Generator Protection (Under voltage, Overvoltage,
Under frequency, Over frequency, Overcurrent.

Control Panel Options: Low Water Level Sensor with Shutdown

Unit Color: White

Enclosure: Level 2 (Weather Proof Enclosure with Foam) Powder Coated 14 Gauge Steel
Rugged and Durable 150 MPH Wind Rated Enclosure
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless-Steel Component
Hinges
Additional 1.5” Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure.

Enclosure Options: Gravity Exhaust Louver Mounted

Cooling: Unit mounted Radiator (50°C Ambient)

Coolant Drain Extension: Plumbed to Bulkhead Fitting in Base.

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base.

Mainline Breaker: 400 Amp 3 Pole 240 Volt Breaker mounted & Wired in a NEMA 1 Enclosure

Jacket Water Heater: Engine Block Heater 1500W 120VAC Rated for -20°F Heater Installed with Isolation Valves and Wired to Terminal.

Air Cleaner: Dry Single Stage

Silencer: Critical Grade Compact (CPJ) Series Silencer Mounted to Engine.

Battery: 12 Volt System with Rack and Cables.

Battery Charger: 12 Volt 6 Amp Mounted and Wired to Terminal

Fuel Tank: 72 Hour / 750 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area Double Wall Construction with Secondary Containment Standard.

Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing Add 5-gallon Spill/Fill.

Factory Test: Standard Commercial Testing Includes:

Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kW and PF.

Owner's Manual: Print Copy (Qty. 1) Standard

Warranty: 5 Year / 3000 Hour Limited.

Concrete pad located at the BRATs building is 53' wide x 94' long. If the pad needs to be enlarged for the new generator the County will enlarge the pad with County in house forces.

SITE VISIT

A site visit may be scheduled by contacting Junius Long, with the Baldwin County Building Maintenance Department at (251) 295-3133.

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 surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

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

BID #WG19-51 RESPONSE FORM

Purchase & Installation of One (1) 125KW Diesel Generator

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

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”**

Purchase & Installation of One (1) 125 KW Diesel Generator

Model Generator: _____

Amount Bid: _____

Completion Time:_____ (include lead time of generator delivery)

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 Emergency Management Agency (FEMA) regulations in 2 CFR §200.317-200.326, and 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 #WG19-51**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-51 – Purchase and Installation of One (1) 125 Kw Diesel Generator for the Baldwin Rural Area Transit System (BRATS) Building located in Robertsdale, Alabama 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 twelve (12) weeks after the notice to proceed is issued 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 worker's 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. This project which is the subject of this invitation to bid is 75% Federal Emergency Management Agency (FEMA) Funding and 25% County Funding.

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

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ 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 Wayne Dyess, whose name as 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 day of _____, 2019.

Notary Public
My Commission Expires

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

NOTARY PAGE TO FOLLOW

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 _____, 2019.

Notary Public

My Commission Expires