

## **BID #WG21-27 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No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.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 **NINETY (90) 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 CORRECTIONS CENTER**

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

## **DRAWINGS**

The drawings are attached.

**BID #WG21-27 RESPONSE FORM**

Labor & Incidental Materials for Roof Replacement & Maintenance to Various County Buildings

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 VARIOUS BUILDINGS”

LABOR & INCIDENTAL MATERIALS CONTRACT

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

SECTION 0400.1

BID FORM

PROJECT IDENTIFICATION: "Roof Replacement and Maintenance To Various Buildings,  
Labor & Incidental Materials Contract"

BID TO: Baldwin County Commission

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, to perform the Work as specified for the Bid Price and within the Bid Times indicated and in accordance with other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, per Agreement, that:
  - a. This Bid will remain subject to acceptance for 30 days after the day of Bid opening;
  - b. The Owner has the right to reject this Bid;
  - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
  - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
  - e. BIDDER has received the following Addenda receipt of which is hereby acknowledged;

Date	Number
_____	_____

3. **BASE BID (Archive Bldg, Coating)**                      \$ \_\_\_\_\_

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

- a. Cut out and replace isolated blisters and defects.  
**50 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**
- b. Cut out and replace wet insulation.  
**300 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**
- c. Cut out and replace isolated unbonded perimeter edge stripping membranes.  
**50 LF @ \_\_\_\_\_ per LF = \$ \_\_\_\_\_ Included in Base Bid**
- d. Install sealant at membrane metal edge termination.  
**110 LF @ \_\_\_\_\_ per LF = \$ \_\_\_\_\_ Included in Base Bid**
- e. Coat area w/ asphaltic polyurethane coating.  
**300 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**

- f. Smooth and prime flashing pimples.  
**100 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- g. Reinforce vertical membrane flashing laps.  
**100 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- h. Apply sealant and pop rivets to metal coping joints and replace backed out and missing fasteners.  
**50 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- i. Remove and replace deteriorating sealant at expansion joints and sidewalk/wall interface.  
**300 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- j. Cut out and replace deteriorated lead flashing at plumbing vent.  
**2 Units @ \_\_\_\_\_** per Unit = \$ \_\_\_\_\_ **Included in Base Bid**
- k. Clean and apply coating to entire roof.  
**7000 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**

5. **BASE BID (Comm at Admin, Coating) \$ \_\_\_\_\_**

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

- a. Cut out and replace isolated blisters and defects.  
**25 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- b. Apply sealant at membrane metal edge terminations.  
**300 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- c. Coat area w/ asphaltic polyurethane coating.  
**1000 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**

7. **BASE BID (BM Courthouse, Coating) \$ \_\_\_\_\_**

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

- a. Cut out and replace isolated blisters and defects.  
**500 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- b. Cut out and replace isolated unbonded perimeter edge stripping membranes.  
**200 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- c. Apply sealant to membrane metal edge terminations  
**300 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- d. Cut out drain stripping defects and reinforce w/liquid flashing and polyester.  
**100 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**

- e. Cut out and replace wet insulation  
**500 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- f. Clean and apply coating to membrane roof and vertical flashings.  
**21,000 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**

**9. BASE BID (BM Jail, Coating) \$ \_\_\_\_\_**

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

- a. Cut out and replace isolated blisters and defects.  
**500 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- b. Cut out and replace isolated unbonded perimeter edge stripping membranes.  
**100 LF @** \_\_\_\_\_ per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- c. Cut out and replace elevator roof membrane stripping.  
**75 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- d. Apply Revitalizer coating.  
**902 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- e. Repair unbonded patches and EPDM transition on lower south roof.  
**10 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- f. Clean and apply coating.  
**800 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**

**11. BASE BID (Level II Shelter, Coating) \$ \_\_\_\_\_**

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

- a. Cut out and replace isolated blisters and defects.  
**50 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- b. Cut out and replace wet insulation  
**100 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- c. Cut out and replace isolated unbonded perimeter edge stripping membranes.  
**80 LF @** \_\_\_\_\_ per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- d. Apply sealant to membrane metal edge terminations.  
**80 LF @** \_\_\_\_\_ per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- e. Repair and reinforce vertical membrane flashing.  
**370 SF @** \_\_\_\_\_ per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- f. Replace and reflash plumbing vent.  
**1 Unit @** \_\_\_\_\_ per Unit = \$ \_\_\_\_\_ **Included in Base Bid**

- g. Reapply asphaltic coating, with prime and granules.  
**500 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**
- h. Replace missing fasteners/rivets and apply sealant on metal coping laps.  
**18 LF @ \_\_\_\_\_ per LF = \$ \_\_\_\_\_ Included in Base Bid**
- i. Remove and replace deteriorated sealant on vertical wall expansion joints.  
**360 LF @ \_\_\_\_\_ per LF = \$ \_\_\_\_\_ Included in Base Bid**
- j. Clean and recoat entire roof and vertical flashing, two coats.  
**4000 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**

**13. BASE BID (New CIS, Coating) \$ \_\_\_\_\_**

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

- a. Cut out and replace isolated blisters and defects.  
**200 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**
- b. Cut out and replace wet insulation  
**300 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**
- c. Cut out and replace isolated unbonded perimeter edge stripping membranes.  
**70 LF @ \_\_\_\_\_ per LF = \$ \_\_\_\_\_ Included in Base Bid**
- d. Apply sealant to membrane metal edge termination.  
**80 LF @ \_\_\_\_\_ per LF = \$ \_\_\_\_\_ Included in Base Bid**
- e. Reapply asphaltic coating, with prime and granules.  
**500 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**
- f. Repair and reinforce vertical membrane flashing.  
**70 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**
- g. Clean and recoat entire roof and vertical flashing, two coats.  
**5500 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**

**15. BASE BID (Foley Courthouse Annex, Coating) \$ \_\_\_\_\_**

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

- a. Cut out and replace isolated blisters and defects.  
**100 SF @ \_\_\_\_\_ per SF = \$ \_\_\_\_\_ Included in Base Bid**
- b. Cut out and replace isolated unbonded perimeter edge stripping membranes.  
**120 LF @ \_\_\_\_\_ per LF = \$ \_\_\_\_\_ Included in Base Bid**
- c. Apply sealant to membrane metal edge termination.  
**500 LF @ \_\_\_\_\_ per LF = \$ \_\_\_\_\_ Included in Base Bid**

- d. Replace metal fascia.  
**30 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- e. Apply sealant to metal roof transition.  
**5 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- f. Straighten bent and replace missing rake structure.  
**8 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- g. Replace damaged gutter.  
**16 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- h. Remove embedded shingle from and repair damaged EIFS.  
**1 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- i. Clean and coat field and flashing membrane.  
**16,900 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**

**17. BASE BID (Mullet Point Pavilion, Coating) \$ \_\_\_\_\_**

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

- a. Cut out and replace isolated blisters and defects.  
**25 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- b. Cut out and replace isolated unbonded perimeter edge stripping membranes.  
**50 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- c. Apply sealant to membrane metal edge termination  
**80 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- d. Repair damaged shingles.  
**25 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- e. Clean and coat membrane roof.  
**600 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**

**19. BASE BID (Central Annex I, Coating) \$ \_\_\_\_\_**

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

- a. Adhere flashing to wall and rivet skirt to throughwall.  
**80 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- b. Cut out and replace isolated unbonded perimeter edge stripping membranes.  
**50 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- c. Apply membrane metal edge termination.  
**600 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**

- c. Seal cracks in brick wall.  
**8 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- d. Remove and replace deteriorated sealants on metal canopies.  
**75 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- e. Remove and replace deteriorated sealants on metal counterflashing.  
**200 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- f. Remove and replace wet insulation w/like kind.  
**500 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**
- g. Remove and replace metal edge with like kind.  
**200 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- h. Provide permanent TPO tie-in w/KEE Lock Mastic and Garmesh.  
**200 LF @ \_\_\_\_\_** per LF = \$ \_\_\_\_\_ **Included in Base Bid**
- i. Clean and recoat all single ply roofs and vertical membrane flashings, two coats.  
**3500 SF @ \_\_\_\_\_** per SF = \$ \_\_\_\_\_ **Included in Base Bid**

21. SUBMITTED BY: \_\_\_\_\_, on \_\_\_\_\_, 2021

22. COMPANY NAME: \_\_\_\_\_

## Scope of Work

- A. Code Summary
1. Manufacturer's engineer shall review all wind and plumbing code requirements and issue letter that submitted roof system is IBC (International Building Code, and Watertightness Warranty compliant.
- B. Contract Time; Awardee(s) shall have **ninety (90) days** to complete all Work.
- C. 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.**
- D. Summary of Work
- | Building Name            | Location    | Scope   | SF     |
|--------------------------|-------------|---------|--------|
| 1. Archive Bldg          | Bay Minette | Coating | 7,000  |
| 2. Commission at Admin   | Bay Minette | Coating | 5,600  |
| 3. Courthouse            | Bay Minette | Coating | 32,000 |
| 4. Jail                  | Bay Minette | Coating | 3,000  |
| 5. Level II Shelter      | Bay Minette | Coating | 3,300  |
| 6. New CIS Bldg          | Bay Minette | Coating | 5,200  |
| 7. Courthouse Annex      | Foley       | Coating | 16,900 |
| 8. Mullet Point Pavilion | Point Clear | Coating | 1,500  |
| 9. Annex I Canopies      | Robertsdale | Coating | 3,500  |
- E. Sheet Metal; all sheet metal flashing shall be 24 gauge Kynar coated G90 steel, unless otherwise indicated, covered under manufacturer's warranty.
- F. Contractors must confirm all existing footages, roof construction, and material quantity takeoffs.
- G. **Archive Bldg, Bay Minette (Coating)**
1. Existing Roof; concrete deck, (2) layers 1.5" ISO, 1/2" wood fiber 3-ply mod bit roof.
  2. Perform Moisture Scan with report approved by Manufacturer, performed by licensed engineer or Level III Thermographer.

3. Isolated blisters and defects
  - a. To be marked on rooftop by Manufacturer, **50 SF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply IV Mineral torch.
4. Wet Insulation; include **300 SF** replace to deck included in Base Bid.
5. Isolated unbonded perimeter edge stripping membranes.
  - a. To be marked on rooftop by Manufacturer, **50 LF** included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply Plus Mineral, set in Greenlock Adhesive.
6. Perimeter Metal Edge Sealant; Install Tuff Stuff MS sealant at membrane termination at metal edge, **110 LF** included in Base Bid.
7. Asphaltic Polyurethane Coating Areas (**300 SF** total included in Base Bid.)
  - a. Six foot (6') wide at draining metal edges.
  - b. GarlaPrime, Energizer LO asphaltic polyurethane at 4 gal/sq, Standard Granules at 60# per square.
8. Vertical Membrane Flashings;
  - a. Heat (torch) flashing pimples to smooth, GarlaPrime, then apply one coat Energizer LO asphaltic polyurethane at 3 gal/sq, **100 SF**.
  - b. Reinforce ALL flashing laps with Silver Flash and Garmesh, **100 LF**.
  - c. Apply two coats GarlaBrite at 1 gallon per square per coat, throughout.
9. Metal Coping;
  - a. Apply sealant and pop rivets to coping joints, **50 LF**.
  - b. Remove and replace backed out and missing fasteners.
10. Wall Repairs
  - a. Remove and replace deteriorating vertical expansion joint sealant, **300 LF**.
  - b. Remove and replace deteriorating sealant at sidewalk to wall interface.
11. Plumbing Vent
  - a. Cut out deteriorated lead flashing for plumbing vent and replace, target repair area with 2ply Mod Bit. **2 Units**.
12. GarlaBrite; entire roof and vertical membrane flashings.
  - a. Wash, broom and blow off mildew & debris.
  - b. Protect all sheet metal finishes with removable tape.
  - c. Apply GarlaBrite in two coats,  $\frac{3}{4}$  gal/sq/ct, 1.5 gallons per square finish, **7000 SF**.
  - d. Paint all **10 SF** galvanized rooftop equipment with two coats GarlaBrite.

#### **H. Commission at Administration, Bay Minette (Coating)**

1. Existing Roof; concrete deck, 2" ISO, 1/2" Secureck, 2-ply mod bit roof.
2. Perform Moisture Scan with report approved by Manufacturer, performed by licensed engineer or Level III Thermographer.
3. Isolated blisters and defects
  - a. To be marked on rooftop by Manufacturer, **25 SF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply Plus Mineral, set in Greenlock Adhesive.

4. Perimeter Metal Edge Sealant
  - a. Install Tuff Stuff MS sealant at membrane termination at metal edge, **300 LF** included in Base Bid.
5. Asphaltic Polyurethane Coating Areas (**1000 SF** total included in Base Bid.)
  - a. Wash, broom and blow off mildew & debris.
  - b. Six foot (6') wide at draining metal edges.
  - c. GarlaPrime, Energizer LO asphaltic polyurethane at 4 gal/sq, Standard Granules at 60# per square.

**I. Courthouse Bay Minette (Recoating)**

1. Existing Roof; WOOD DECK, rosin, base sheet, 3.0" polyiso, ½" wood fiber 3ply mod bit, WHITE ELASTOMERIC COATING.
2. Prior to all repairs, existing coating shall be burned off the membrane to allow proper adhesion.
3. Perform Moisture Scan approved by Manufacturer, performed by licensed engineer or Level III Thermographer.
4. Isolated blisters and defects.
  - a. To be marked on rooftop by Manufacturer, **500 SF** total included in Base Bid.
  - b. Burn off coating, cut out defect, Garlaprime, Stressply Plus Mineral, set in Greenlock Adhesive.
5. Isolated unbonded perimeter edge stripping membranes.
  - a. To be marked on rooftop by Manufacturer, **200 LF** included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply Plus Mineral, set in Greenlock Adhesive.
6. Perimeter Metal Edge Sealant; Install Tuff Stuff MS sealant at membrane termination at metal edge, **300 LF** included in Base Bid.
7. Drain Stripping, Wrinkling
  - a. To be marked on rooftop by Manufacturer, **100 LF x 4" wide (33 SF)** total included in Base Bid.
  - b. Burn off coating, cut out defects, reinforce with Tuff Flash LO liquid at 2.5g/poly/2.5g flashing reinforced with GRIP Polyester.
8. Wet Insulation; **500 SF** replace to deck included in Base Bid.
  - a. Fill with polyiso insulation and ½" gypsum board, adhered in Insul-Lock HR foam.
  - b. Garlaprime, HPR Torchbase, Stressply IV Mineral torch.
9. Pyramic White; applied to entire roof and vertical membrane flashings.
  - a. Wash, broom and blow off mildew & debris.
  - b. Apply Pyramic in two coats, 1 gal/sq/ct, 2.0 gallons per square finish, approximately **21,000 SF**.
  - c. Paint all galvanized rooftop equipment with two coats Pyramic.

**J. Jail, Bay Minette (Isolated Stripping & Coating)**

1. Existing Roof; light weight and concrete deck, perlite and wood fiber, 2ply mod bit.

2. Perform Moisture Scan approved by Manufacturer, performed by licensed engineer or Level III Thermographer.
3. Isolated blisters and defects
  - a. To be marked on rooftop by Manufacturer, **50 SF** included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply IV Mineral torch.
4. Isolated unbonded perimeter edge stripping membranes.
  - a. To be marked on rooftop by Manufacturer, **100 LF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, HPR Torchbase, Stressply IV Mineral torch.
5. Elevator Roof Membrane Stripping
  - a. To be marked on rooftop by Manufacturer, **75 LF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, HPR Torchbase, Stressply IV Mineral torch.
6. Revitalizer coating: **902 SF**
  - a. Wash, broom and blow off mildew & debris.
  - b. Prime: .75 gal/100 sqft
  - c. Revitalizer: 4 gal/100 sqft
  - d. Polygrip Firm
  - e. Revitalizer: 3 gal/100 sqft
  - f. Granules: 60lb/100 sqft
7. Lower South EPDM Roof
  - a. Repair unbonded patches/stripping w/White Knight & GRIP Polyester, **10 SF**.
  - b. Repair EPDM transition to ballasted roof.
  - c. Coating; White Knight Plus base coat laps at 2gal/sq, field coating at 2 gal/sq., **800 SF**.

**K. Level II Shelter, Bay Minette (Coating)**

1. Existing Roof; concrete deck, 3” polyiso, 1/2” wood fiber, 2ply mod bit roof.
2. Perform Moisture Scan approved by Manufacturer, performed by licensed engineer or Level III Thermographer.
3. Isolated blisters and defects
  - a. To be marked on rooftop by Manufacturer, **50 SF** included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply IV Mineral torch.
4. Wet Insulation; **100 SF** replace to deck included in Base Bid.
5. Isolated unbonded perimeter edge stripping membranes.
  - a. To be marked on rooftop by Manufacturer, **80 LF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, HPR Torchbase, Stressply IV Mineral torch.
6. Perimeter Metal Edge Sealant; Install Tuff Stuff MS sealant at membrane termination at metal edge, **80 LF** included in Base Bid.
7. Vertical Membrane flashing.
  - a. Repair **370 SF** of unbonded membrane flashing.
  - b. Reinforce 360 SF flashing laps with Silver Flash and Garmesh.
  - c. Apply two coats GarlaBrite at 1 gallon per square per coat.

8. Plumbing Vent
  - a. Replace deteriorated plumbing vent, reflash with 2ply mad bit.
9. Asphaltic Polyurethane Coating Areas (**500 SF** total included in Base Bid.)
  - a. Six foot (6') wide at draining metal edges and ponding areas.
  - b. GarlaPrime, Energizer LO asphaltic polyurethane, Standard Granules at 50# per square.
10. Metal Coping.
  - a. Replace missing and backed out fasteners, **18 LF**.
  - b. Replace missing pop rivets at coping laps.
  - c. Apply sealant to coping laps.
11. Vertical Wall Expansion Joints.
  - a. Remove and replace deteriorated sealant, approximately **360 LF**
12. GarlaBrite; entire roof and vertical membrane flashings.
  - a. Wash, broom and blow off mildew & debris.
  - b. Apply GarlaBrite in two coats,  $\frac{3}{4}$  gal/sq/ct, 1.5 gallons per square finish, **4000 SF**.
  - c. Paint all galvanized rooftop equipment with two coats GarlaBrite.

**L. New CIS Building, Bay Minette (Coating)**

1. Existing Roof; concrete deck, 1/2" wood fiber, 3" ISO insulation, 4-ply mod bit roof.
2. Perform Moisture Scan with report approved by Manufacturer, performed by licensed engineer or Level III Thermographer.
3. Isolated blisters and defects
  - a. To be marked on rooftop by Manufacturer, **200 SF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply IV Mineral torch.
4. Wet Insulation; include **300 SF** replace to deck included in Base Bid.
5. Isolated unbonded perimeter edge stripping membranes.
  - a. To be marked on rooftop by Manufacturer, **70 LF** included in Base Bid.
  - b. Cut out defect, Garlaprime, HPR Torchbase, Stressply IV Mineral torch.
6. Perimeter Metal Edge Sealant; Install Tuff Stuff MS sealant at membrane termination at metal edge, **80 LF** included in Base Bid.
7. Asphaltic Polyurethane Coating Areas (**500 SF** total included in Base Bid.)
  - a. Six foot (6') wide at draining metal edges.
  - b. GarlaPrime, Energizer LO asphaltic polyurethane at 4 gal/sq, Standard Granules at 60# per square.
8. Vertical Membrane Flashings;
  - a. Reinforce flashing laps with Silver Flash and Garmesh, **70 SF**.
  - b. Apply two coats GarlaBrite at 1 gallon per square per coat.
9. GarlaBrite; entire roof and vertical membrane flashings.
  - a. Wash, broom and blow off mildew & debris.
  - b. Apply GarlaBrite in two coats,  $\frac{3}{4}$  gal/sq/ct, 1.5 gallons per square finish, **5500 SF**.
  - c. Paint all **10 SF** galvanized rooftop equipment with two coats GarlaBrite.

**M. Courthouse Annex, Foley (Coating)**

1. Existing Roof; lightweight concrete deck, 1.5" ISO, 1/2" wood fiber, 4-ply mod bit roof.
2. Perform Moisture Scan with report approved by Manufacturer, performed by licensed engineer or Level III Thermographer.
3. Isolated blisters and defects
  - a. To be marked on rooftop by Manufacturer, **100 SF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply Plus Mineral, set in Greenlock Adhesive.
4. Isolated unbonded perimeter metal edge and stripping membranes.
  - a. To be marked on rooftop by Manufacturer, **120 LF** total included in Base Bid.
  - b. Screw back detached metal edge, **100 LF**.
  - c. Cut out defect, Garlaprime, HPR Torchbase, Stressply IV Mineral torch.
5. Perimeter Metal Edge Sealant; Install Tuff Stuff MS sealant at membrane termination at metal edge, **500 LF** included in Base Bid.
6. Metal Fascia
  - a. Replace **30 LF** of damaged metal fascia.
7. Metal Roof over DMV entrance
  - a. Apply sealant at shingle to metal transition, **5 LF**.
8. West Metal Canopy
  - a. Straighten bent rake structure and replace missing rake, **8 LF**.
  - b. Replace damaged gutter, **16 LF**.
9. Damaged EIFS Wall
  - a. Remove shingle embedded in EIFS wall.
  - b. Repair damaged EIFS, **1 SF**.
10. Coat field and flashing membranes throughout, **16,900 SF** included in Base Bid;
  - a. Wash, broom and blow off mildew & debris.
  - b. Apply GarlaBrite in two coats,  $\frac{3}{4}$  gal/sq/ct, 1.5 gallons per square finish.

**N. Mullet Point Pavilion, Point Clear (Coating)**

1. Existing Roof; wood deck, 2-ply mod bit roof.
2. Perform Moisture Scan with report approved by Manufacturer, performed by licensed engineer or Level III Thermographer.
3. Isolated blisters and defects
  - a. To be marked on rooftop by Manufacturer, **25 SF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, Stressply Plus Mineral, set in Greenlock Adhesive.
4. Isolated unbonded perimeter edge stripping membranes.
  - a. To be marked on rooftop by Manufacturer, **50 LF** total included in Base Bid.
  - b. Cut out defect, Garlaprime, HPR Torchbase, Stressply IV Mineral torch.
5. Perimeter Metal Edge Sealant; Install Tuff Stuff MS sealant at membrane termination at metal edge, **80 LF** included in Base Bid.

6. Shingle Damage.
  - a. Repair **25 SF** of damaged shingles.
7. GarlaBrite; entire membrane roof.
  - a. Wash, broom and blow off mildew & debris.
  - b. Apply GarlaBrite in two coats,  $\frac{3}{4}$  gal/sq/ct, 1.5 gallons per square finish, **600 SF**.

**O. Central Annex I Robertsdale, ((9) Canopies, Coatings)**

1. Perform Moisture Scan approved by Manufacturer, performed by licensed engineer or Level III Thermographer.
2. Short Single Ply Flashing
  - a. Adhere flashing to wall, **80 LF**.
  - b. Pop rivet metal skirt flashing to throughwall flashing.
3. Isolated unbonded stripping/fishmouths
  - a. To be marked on rooftop by Manufacturer, **50 LF** total included in Base Bid.
  - b. Cut out defect, patch with compatible single ply membrane.
4. Perimeter Metal Edge Sealant; Install Tuff Stuff MS sealant at membrane termination at metal edge, **600 LF** included in Base Bid.
5. Library Wall
  - a. Seal large cracks in brick wall, **8 LF**.
6. Metal Roof Canopies
  - a. Remove and replace deteriorated sealants, **75 LF**.
7. Metal counterflashing
  - a. Remove and replace deteriorated sealants, **200 LF**.
8. Wet Insulation; **500 SF** replace to deck included in Base Bid.
  - a. Fill with like insulations. Manufacturer shall core to verify.
  - b. Fully adhere single ply repair membrane.
  - c. Include remove and replace adjacent metal edge matching existing with continuous cleat, **200 LF** included in Base Bid.
  - d. Provide permanent tie-in to adjacent single ply with KEE Lock mastic and Garmesh, **200 LF** included in Base Bid.
9. White Knight; applied to all Single Ply roofs and vertical membrane flashings.
  - a. Wash, broom and blow off mildew & debris.
  - b. Apply White Knight Plus in two coats, 1 gal/sq/ct, 2.0 gallons per square finish, **3500 SF** included in Base Bid.

**P. Owner Purchased Materials**

1. Owner shall provide materials and quantities listed below, Contractor shall be responsible for receiving all quantities at jobsite, hoisting to rooftop, and subsequent storage.
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.

5. Owner Purchased Materials

	<b>Product</b>	<b>Unit Size</b>	<b>Coverage</b>	<b>Qty</b>
a.	GarlaBrite	5 gal pail	37390 SF	153
b.	Standard Granules	50 # pail	3202 SF	39
c.	Energizer LO asph polyurethane	5 gal pail	2400 SF	20
d.	GarlaPrime asph primer	5 gal pail	4125 SF	9
e.	Stressply Plus FR Mineral	75 sf	2870 SF	41
f.	FlexBase 80	100 sf	1475 SF	15
g.	SilverFlash Mastic	5 gal pail	530 SF	4
h.	Tuff Flash LO	3 gal pail	33 SF	2
i.	Garmesh	6" x 150'	680 SF	6
j.	GRIP 4" Polyester	4" x 300'	33 SF	1
k.	Tuff Stuff MS	10 oz crtgd	2421 LF	311
l.	Pyramic White LO	5 gal pail	23400 SF	94
m.	Revitalizer	5 gal pail	902 SF	13
n.	Polygrip Firm	300 sf	902 SF	4
o.	White Knight Plus	5 gal pail	4300 SF	26
p.	Greenlock Membrane Adhesive	5 gal pail	3228 SF	23
q.	KEE Lock Mastic	3 gal pail	575 SF	1

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 #WG21-27**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG21-27 – Labor and Incidental Materials for Roof Replacement & Maintenance to Various County Buildings 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 **ninety (90) 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:

\_\_\_\_\_  
JOE DAVIS, III /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, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, 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 day of \_\_\_\_\_, 2021.

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

**SIGNATURE & NOTARY PAGE TO FOLLOW**

**PROVIDER:**

*Insert Provider's Name*

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

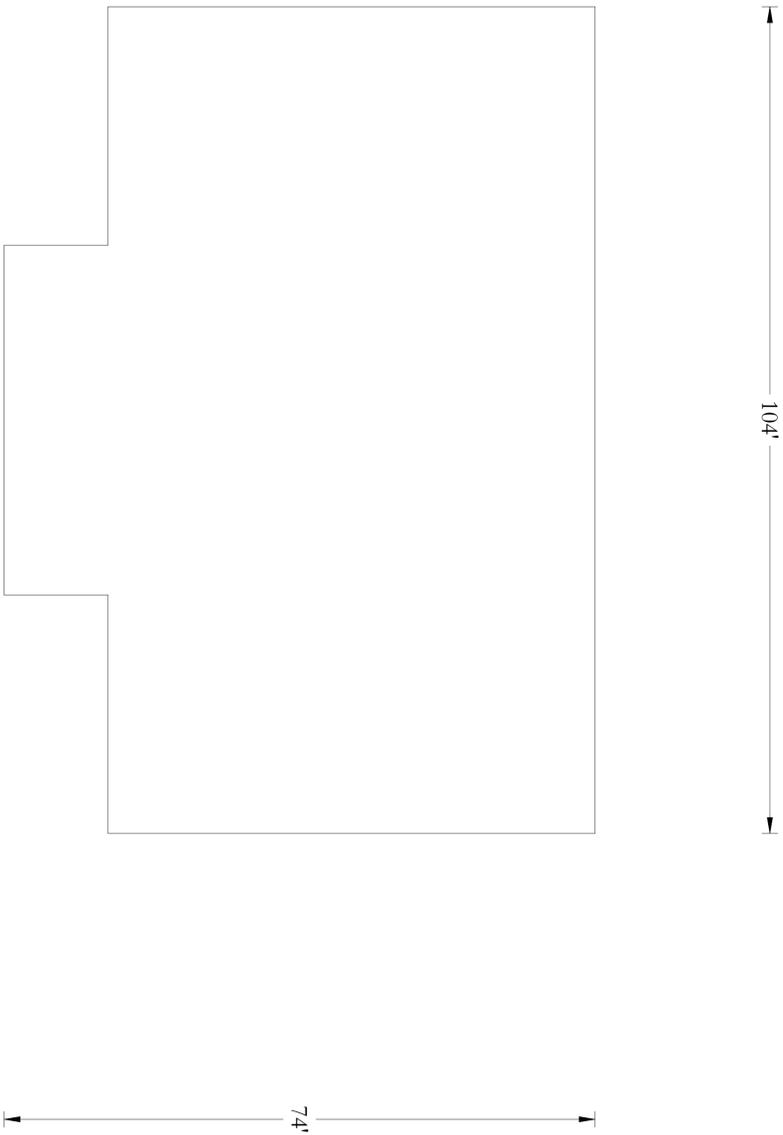
State of Alabama )

County of Baldwin )

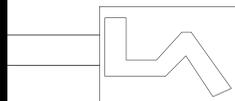
I, \_\_\_\_\_ Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed 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 \_\_\_\_\_, 2021.

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



ARCHIVE BUILDING  
 305 E 2ND ST  
 BAY MINETTE, AL 36507



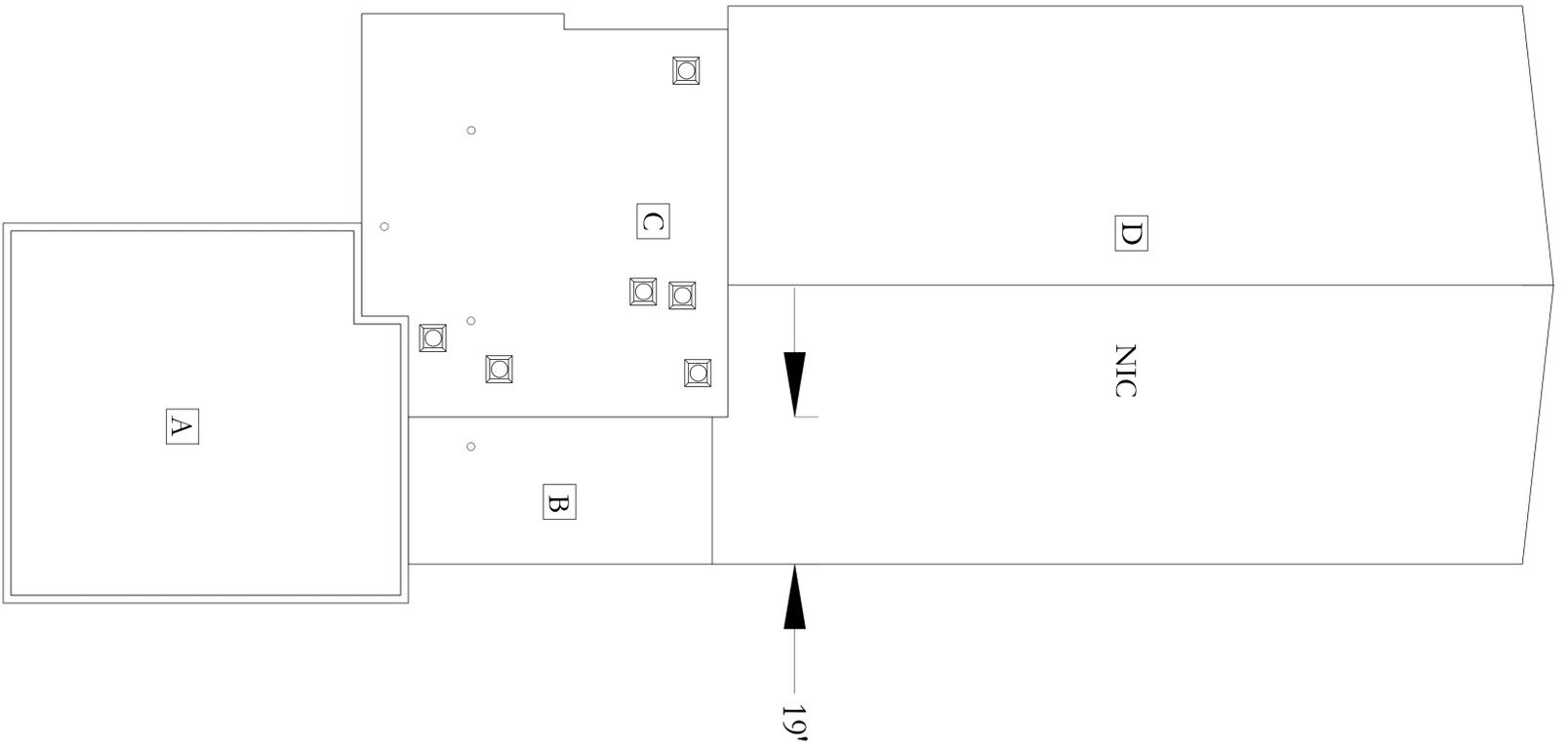
LA RESEARCH AND ENGINEERING

5815 I-10 INDUSTRIAL PARKWAY SOUTH  
 THEODORE, AL 36582  
 PH: 251.653.9009 FX: 251.653-5803

DRAWN	J.A.
CHECKED	J.A.
DATE	03/25/2021
SCALE	3/32"=1'0"
JOB#:	N/A
SHEET	

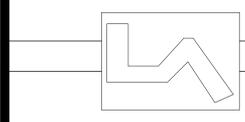
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OF 1-OF-1 SHEETS

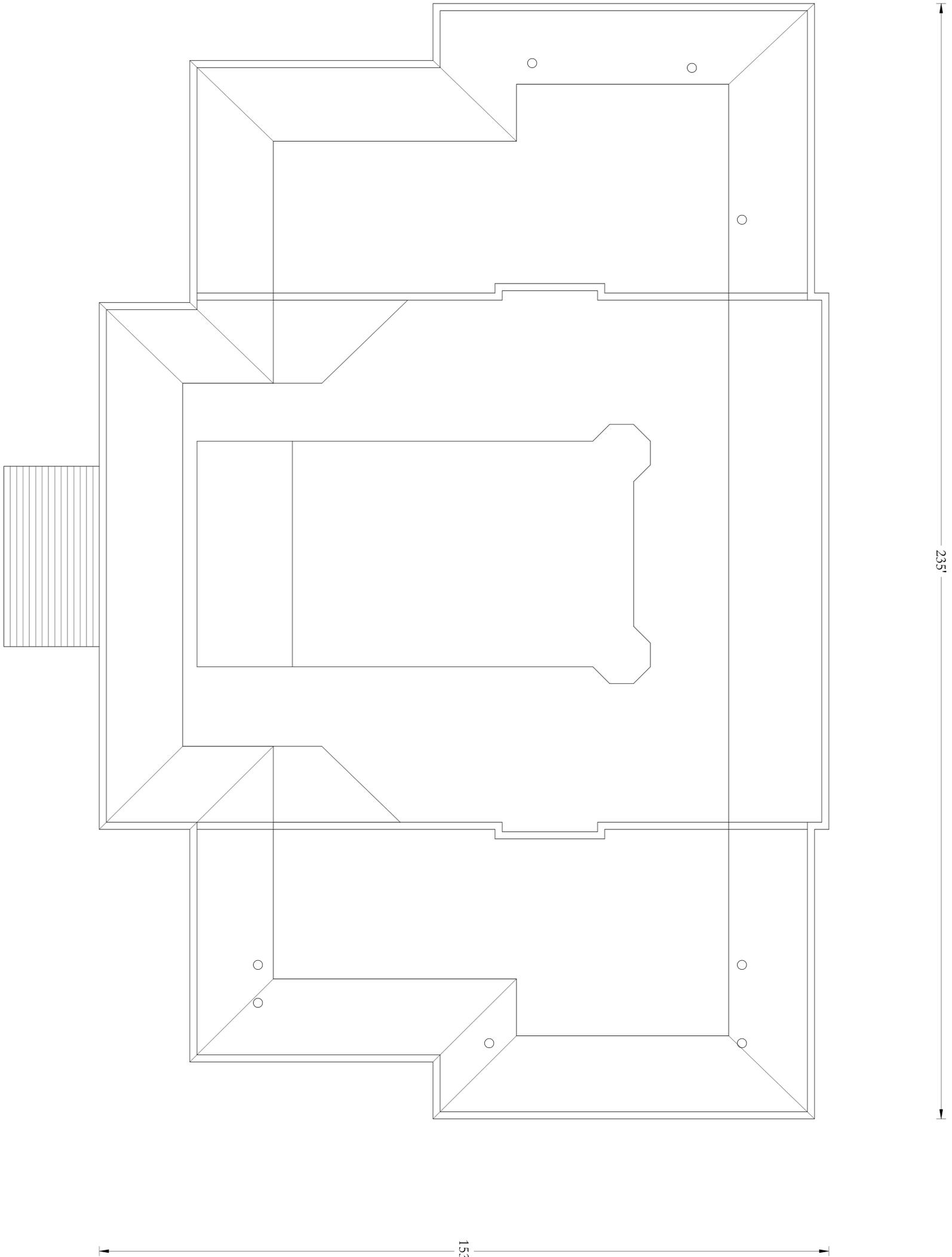


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CHECKED	J.A.
DATE	03/25/2021
SCALE	3/32"=1'0"
JOB#:	N/A
SHEET	

COMMISSION AT ADMIN  
 322 COURTHOUSE SQUARE  
 BAY MINETTE, AL 36507

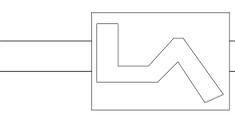


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 5815 I-10 INDUSTRIAL PARKWAY SOUTH  
 THEODORE, AL 36582  
 PH: 251.653.9009 FX: 251.653-5803



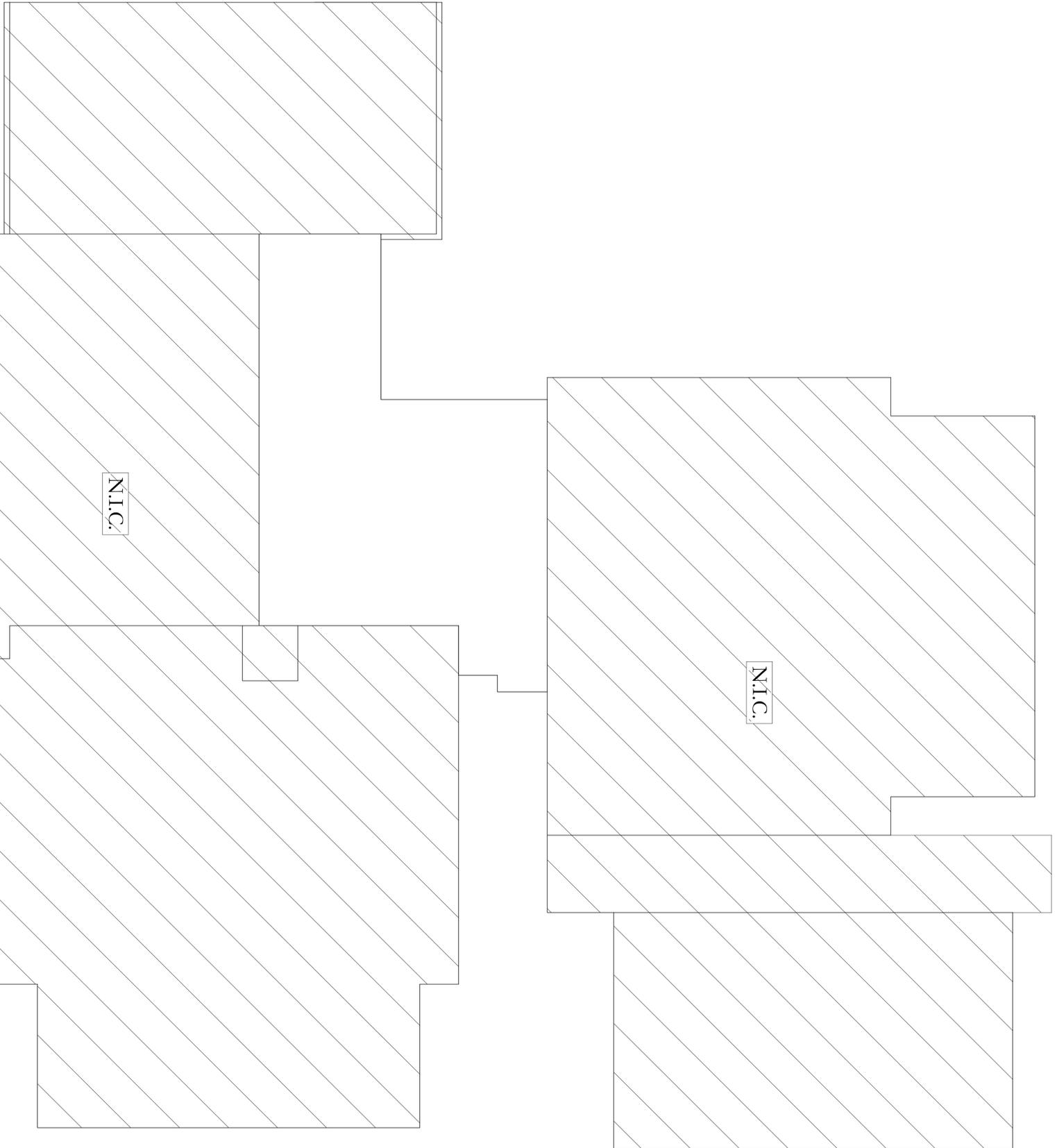
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CHECKED	J.A.
DATE	03/25/2021
SCALE	3/32"=1'0"
JOB#:	N/A
SHEET	

**COURTHOUSE**  
**1 COURTHOUSE SQUARE**  
**BAY MINETTE, AL 36507**



**LA RESEARCH AND ENGINEERING**

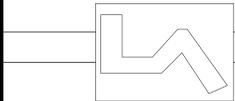
5815 I-10 INDUSTRIAL PARKWAY SOUTH  
 THEODORE, AL 36582  
 PH: 251.653.9009 FX: 251.653-5803



N.I.C.

N.I.C.

JAIL  
 200 HAND AVE,  
 BAY MINETTE, AL 36507



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 THEODORE, AL 36582  
 PH: 251.653.9009 FX: 251.653-5803

DRAWN  
 T.A.

CHECKED

DATE

03/25/2021

SCALE:

3/32"=1'0"

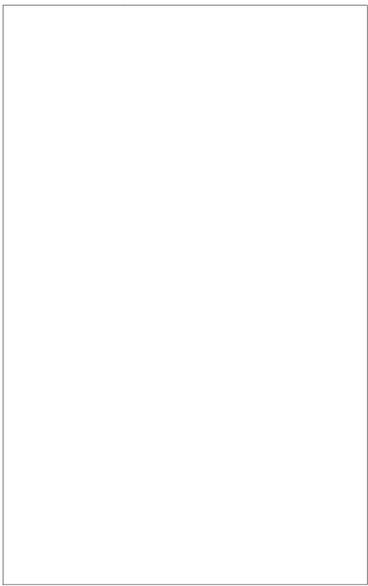
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SHEET

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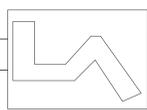
OF 1-OF-1 SHEETS



71'-11"

45'

LEVEL II SHELTER  
207 N WHITE AVE  
BAY MINETTE, AL 36507



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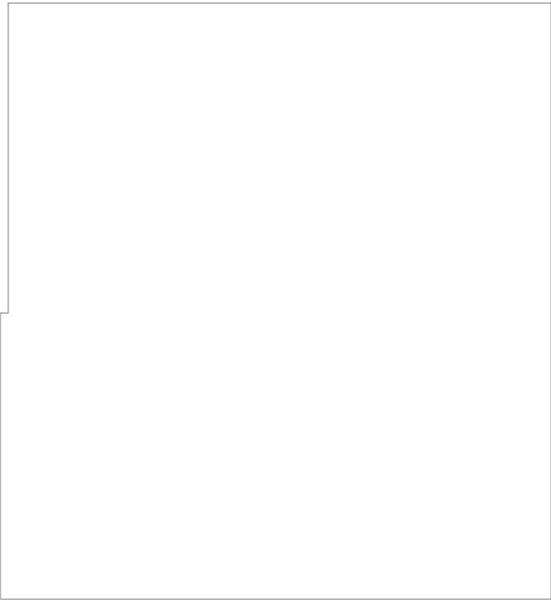
5815 I-10 INDUSTRIAL PARKWAY SOUTH  
THEODORE, AL 36582  
PH: 251.653.9009 FX: 251.653-5803

DRAWN  
L.A.  
CHECKED  
A.M.  
DATE  
03/25/2021  
SCALE  
3/32"=1'0"  
JOB #:  
N/A

SHEET

A-1

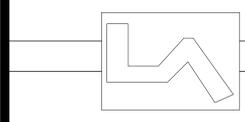
OF 1-OF-1 SHEETS



75'

69'

NEW CIS BUILDING  
323 COURTHOUSE SQUARE  
BAY MINETTE, AL 36507



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THEODORE, AL 36582  
PH: 251.653.9009 FX: 251.653-5803

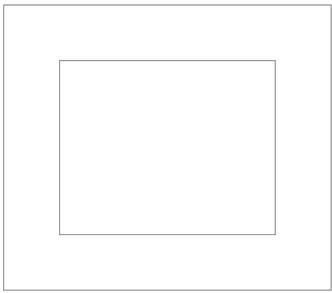
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DATE	03/25/2021
SCALE	3/32"=1'0"
JOB#:	N/A
SHEET	

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OF 1-OF-1 SHEETS



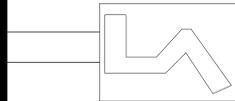
COURTHOUSE ANNEX  
 201 E SECTION AVE  
 FOLEY, AL 36535



35'-11"

41'

MULLET POINT PAVILION  
13203 CO RD 1  
FAIRHOPE, AL 36532



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THEODORE, AL 36582  
PH: 251.653.9009 FX: 251.653-5803

DRAWN  
T.A.

CHECKED

DATE

03/25/2021

SCALE:

3/32"=1'0"

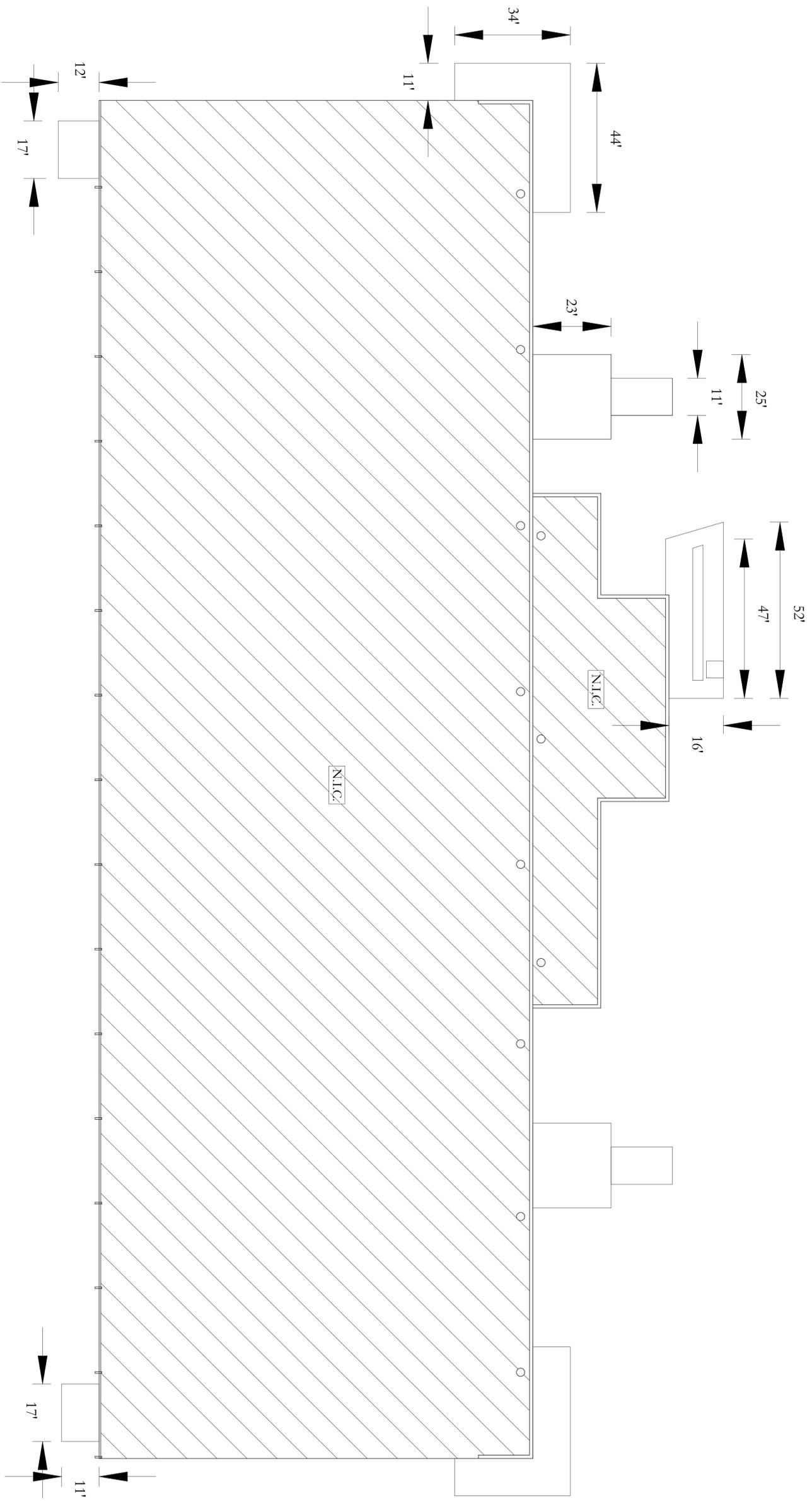
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SHEET

A-1

OF 1-OF-1 SHEETS



DRAWN  
L.A.  
 CHECKED  
A.M.  
 DATE  
08/25/2021  
 SCALE  
3/32"=1'0"  
 JOB #:  
N/A  
 SHEET

ANNEX 1 CANOPIES  
 22251 PALMER ST  
 ROBERTSDALE, AL 36567



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 THEODORE, AL 36582  
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OF 1-OF-1 SHEETS  
**A-1**