

REQUEST FOR PROPOSALS
BALDWIN COUNTY COMMISSION
Hazardous Waste Cleanup Services

A. INTRODUCTION:

The Baldwin County Commission requests formal written proposals and qualifications from hazardous waste cleanup Contractors to supply environmental cleanup services, initial incident investigations, and hazardous waste disposal.

B. CONTACT:

All communications concerning this Request for Proposal (RFP) are to be directed to the attention of:

Wanda Gautney, Purchasing Director
Baldwin County Commission
312 Courthouse Square, Suite 15
Bay Minette, AL 36507
Phone: (251) 580-2520
E-mail: wgautney@baldwincountyal.gov

C. SUBMISSION REQUIREMENTS

One (1) original and two (2) copies of the proposal must be received by the County prior to **2:30 P.M., (Central Standard Time) on May 1, 2019**. All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
Baldwin County Commission
Mailing Address: 312 Courthouse Square, Suite 15, Bay Minette, AL 36507
Physical Address: 257 Hand Avenue, Bay Minette, AL 36507

D. GENERAL SPECIFICATIONS:

The Baldwin County Commission is requesting proposals for the performance of hazardous waste cleanup services and hazardous waste disposal in cases where the Baldwin County Commission is acting as the lead agency.

Since this Request for Proposal does not contain incident-specific information, which may affect the cost of service, proposals will be accepted on a time and materials basis. Please include with your proposal your markup for subcontractors (markup is not to exceed 10%). Note: markups for equipment, regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, digital scanning, and lodging) will not be allowed under this contract.

E. SCOPE OF SERVICES

In general, the Contractor shall perform cleanup work in accordance with the current Baldwin County Commission, ADEM, EPA, or other regulatory agency procedures and at the direction of the Baldwin County Commission designated representative. Hazards may be **petroleum based** or other hazardous waste.

Hazardous incidents may include but are not limited to the following:

- A. Spills
 - 1) Storage Tanks
 - 2) Fuel Tanks
 - 3) Tanker Trucks
 - 4) Shoreline Exposure from offshore or onshore
- B. Disposal of contaminated equipment (i.e. fire/emergency response equipment, etc.)
- C. Hazardous waste disposal (i.e. biohazards)

Details on specific hazard response activities are described below:

Responding to the hazard to assess work needed. The County Representative will assure notification to the National Response Center (NRC) as per federal requirements.

Site Specific Health and Safety Plan (HASP)

Performance of the hazard response requires the contractor to prepare a site specific Health and Safety Plan (HASP) which complies with the requirements of 29 CFR 1910.120. The HASP may be prepared from a generic hazard response HASP.

The task specific HASP must comply with Federal 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" (HAZWOPER) requirements. All contractor sub-contractors shall be covered by the HASP. The HASP, at a minimum, shall provide a well organized structure for the hazardous waste activities related to the hazards of all incidents, and the specifics of this incident, indicating: specific organizational roles and responsibilities; that each project team has sufficient technical resources and training to complete their tasks; definition of roles, and communication channels; and emergency response routes and procedures.

This HASP will cover hazards associated with documented contamination at the incident and will also be used in areas where unknown contaminants are expected to be encountered. It includes on-site monitoring by an environmental professional in contaminated areas, soil and groundwater screening levels, required type of personal protective equipment and action levels to determine when each type of protective equipment is to be used, and minimum worker training requirements. In all cases, the Baldwin County Commission worker safety requirements including 29 CFR 1920.120 must be met and will be the responsibility of the response contractor.

Work Plan Development/Site Specific Cost Estimate

Once the emergency phase of the incident has been mitigated, cleanup activities require the preparation of a response plan and/or investigation work plan, which describes in detail the actions needed for additional cleanup and/or investigation. The activities performed during the investigation should be selected to achieve the goals stated below (see Phase II Hazard Investigation). The work plan will be submitted to and approved by Baldwin County Commission's designated representative prior to the start of additional work at the incident scene.

Additional cleanup of the incident will require a work plan with an approach to the cleanup, a cost estimate, and a schedule to perform the work. The investigation work plan will include a cost estimate and schedule for the investigation. The work plan must be approved by the Baldwin County Commission prior to the start of the investigation. If a reportable quantity has been released, the work plan will be submitted to ADEM for review.

Phase II Hazard Investigation

Once the cleanup is complete, an investigation into the remaining contamination from the incident may need to be performed to determine the type of contaminant, the remaining source(s), degree and extent of contamination at the incident, and to evaluate risk to sensitive receptors (this is similar to a Site Investigation). The contractor shall be capable of, or have subcontractors available to, at a minimum, perform the following investigation activities:

- Site survey (may include physical features, geological features, geophysical surveys, soil gas surveys);
- Site plan and location map preparation (including GPS location of the site [latitude/longitude, 5-meter accuracy]), surface and subsurface features, groundwater level contours, contaminant compound-specific concentration contours, site specific geologic maps);
- Identification of actual and potential hazardous waste sources;
- Identification of potential threats to ground water, surface water, and drinking water wells including information about the location of potential threats;
- Installation of monitoring wells, piezometers, test pits or other exploratory techniques for evaluation of the site (including direct-push technology);
- Collection and analysis of soil, soil vapor, sediment, water and air samples to determine type, degree, and extent of contamination. The contractor shall indicate their ability to perform low flow sampling;
- Determination of site specific geologic and hydrogeologic characteristics (including collection of core samples, soil characterization tests, vapor pump tests, aquifer pump tests, slug tests, geophysical surveys, fracture trace analysis);
- Determination of receptors impacted or threatened by contamination (including collection of air, soil, and water samples from receptor locations);
- Determination of exposure to released contaminants (including indoor air vapor surveys, packer tests);
- Ability to provide field screening and field analytical services. Examples of techniques that may be required are photoionization detector, explosimeter, %O₂-LEL meter, gas chromatograph, immunoassay, field laboratories, and detector tubes; and
- Contractors will have their Standard Operating Procedures for sample collection made available to the City upon request.

At the County's discretion, site investigation following a cleanup may be turned over to the Responsible Party or a Site Investigation Contractor.

Final Report

The Final Report shall meet all of the requirements that apply to the incident. In cases where all of the contamination has been cleaned up during the initial response phase, the report will include a description of the cleanup process, paperwork on the disposal of the waste, confirmatory sample results, and pictures/maps showing exactly what work was performed. The following laboratory quality control data shall be included with each analytical test results report, or made available upon request:

- Sample collection, extraction (if applicable), and analysis dates; Compound-specific practical quantization limits;
- For organics, the results of surrogate spikes and matrix spikes (reported as percent recoveries), and lab duplicates (reported as relative percent difference);
- For metals, the results spikes (reported as percent recoveries) and lab duplicates (reported as relative percent difference);
- For soils and sediments, the percent moisture must be reported, and the report must specify if the results are on a dry-weight basis or a wet-weight basis; and
- Identification of quality control data which falls outside of the acceptable range for the applicable method of analysis.

Miscellaneous Services

The Agency may, from time to time, require Contractor/Consultant services not specified in the work descriptions above (e.g. expert testimony, report preparation on special topics). The contractor shall be available for performing these miscellaneous services.

Disposal of Hazardous Wastes

The Contractor will be expected to dispose of or make arrangements to dispose of any collected hazardous waste following all appropriate regulations. If the Contractor plans on subcontracting this task, the Contractor will have to list the Sub-Contractor they are planning on using.

F. PROJECT SCHEDULE

1. The Contractor will begin to mobilize and respond to the incident upon verbal notification from the Baldwin County Commission designated representative.
2. The Contractor will have 24 hour on-call capability.

G. PROPOSAL FORMAT

The proposal shall include the project schedule and the following elements:

1. Bidder contact information, including firm name, mailing address, physical address, bid contact person, office telephone, mobile telephone, pager, and facsimile numbers, and e-mail address.
2. Identity, qualifications, and experience and previous assignments of the persons who will be available for work (Project Team) under this contract. For each member of the Project Team, please include:
 - Name and Title;
 - Project Team Role – select one of the following: principal, senior scientist/engineer, project scientist/engineer/manager, staff scientist/engineer, field technician II, field technician I, draftsperson I, draftsperson II, administrator and secretary/clerk;
 - Education level, degrees held, major;
 - Number of years of overall professional environmental experience – includes professional experience in the private or public sector performing work specifically related to hazard response, environmental site investigation, and remediation; and
 - Billing rate in dollars per hour.

In addition, provide a resume for each member of your Project Team in an appendix to your proposal.

3. **Policy Statement** – The Baldwin County Commission has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts. In addition, the County will also require a letter stating that your company is a drug free workplace, is compliant with Clean Air and Water Laws and Regulations, and is compliant with Equal Opportunity and Non-Segregated Facilities Guidelines.
4. **Other Costs** – Price list and billing rates for equipment rental, laboratory services and subcontractor markup. Project Management services may not be subcontracted.

For equipment, provide a table showing rates for all equipment you plan to make available under this contract, enter the daily and hourly rates for the following field equipment: vac trucks, spill boom, photoionization detector, explosimeter, oil/water interface probe, water level meter, pH meter, 'trash' pump, 2" submersible pump, respirator and Level-B protective suit.

Include a rate sheet for any other subcontractor services you are offering. Include with your proposal your markup for subcontractors (markup is not to exceed 10%). Note: markups for equipment, regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, lodging) will not be allowed under this contract.

5. **Response Time** – Please include your firm’s response time. This should include response times for both incident assessment and actual mobilization to the scene with the appropriate resources to complete the response.
6. **Response Scope Determination** – Describe how your firm determines how many people and what resources to mobilize to a particular incident. Describe how your firm manages the need to increase the number of responders and resources when required during the course of a particular incident response.
7. **Rates** – Provide your firm’s billing rates for personnel and equipment. Include overtime rates, equipment/material rates, and subcontractor markups.
8. **Proof of Insurance** – A proof-of-insurance form for the required insurance coverage (Workers Compensation, General Liability and Property Damage, Automotive Liability.) In addition, a proof-of-insurance form for professional liability (errors and omissions) insurance coverage is also required (Limit - \$1 million aggregate). Insurance coverage must be in place by the contract start date.
9. **Proposal Delivery** - The specifications and all executed bid forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the bidder. In the event more than one bid opening is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. The face of the envelope shall be plainly marked identifying the bid requisition number and opening date and time. It shall be the sole responsibility of the bidder to assure receipt of bid at the Purchasing Office prior to the published time for the bid opening. No bid will be opened that is received after closing time for receipt of bids, nor will any offers by telephone, fax, or any electronic means be accepted.

H. CANDIDATE SELECTION CRITERIA

All proposals will be judged by the following criteria:

- **Completeness** – All proposals shall be evaluated for completeness. In the event an insufficient number of proposals are considered complete, bidders may be given extra time to submit addendums.
- **Education and experience of the Project Team**
- **Cost**
- **Response Times**

Based upon the results of the proposal evaluation, the Baldwin County Commission may conduct interviews to assist with the final selection of contractors. The County may also negotiate certain costs to go into the contract.

I. HOLD HARMLESS PROVISION

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

J. CONTRACT TERM

It is the intent of the Baldwin County Commission to award this contract for a thirty-six (36) calendar **month period**.

It is the County's intent to award the Contract to one Vendor.

K. OTHER CONTRACTS

The County reserves the right to issue other contracts or direct other Contractors to work within the area included in this contract.

L. SERVICE PROVIDER QUALIFICATIONS

All vendors, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package.

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

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

All out-of-state vendors must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for-profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

M. CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. The Contractor shall not allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been obtained and approved.

M. 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.

N. 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.

ATTACHMENT "A"

Hazardous Waste Cleanup Response Application

Coverage Location: Baldwin County, Alabama

1. Name, address, business phone number, fax phone number, 24 hour number and e-mail address of your company.

2. Where is your business located? Give actual mileage and accurate directions to the nearest Baldwin County facility.

3. Name of owner(s)/proprietor(s), partners, principal officers (for corporations, LLC's etc.).

4. Form of ownership: Individual proprietorship _____ Partnership _____

Registered business corporation _____ Other _____

Alabama Secretary of State Vendor Registration Number _____

5. Do you own/lease the facility? _____

If leased, do you have the option to renew? YES _____ NO _____

If answer is yes, give number of years until renewal. _____

6. How long have you been operating at this location? _____

7. Years' experience in HAZMAT response. _____

8. Has your company ever been charged with any local, state or federal violations?

Yes _____ No _____,

If so please provide explanation.

9. Does your company have the personnel and equipment capable of cleaning up a potentially large Spill Emergency of fuel oil? (E.g. an overturned tanker truck is leaking fuel oil on the Baldwin County public road

system, will your company have the resources to contain, control, and off-load the flammable liquid, so the vehicle can be removed from the roadway)?

YES _____ NO _____

10. Does your operation provide 24/7 emergency spill response?

YES _____ NO _____

11. Identify where wastes will be transported, specifying approved treatment, storage and disposal facilities. (TSDF's)

12. Total Number of HAZMAT Technicians that are full time employees?

13. The administrative officer responsible to sign the application.

Name _____
Address _____
City/Zip _____
Phone # _____
E-Mail _____

14. The contact person responsible for overseeing the HAZMAT team.

Name _____
Address _____
City/Zip _____
Phone # _____
E-Mail _____

15. Provide a copy of all city and state licenses you and/or your operation possess.

16. Please provide the following permit and/or license numbers:

EPA Identification Number _____
EPA/State Facility Permit _____
State of Alabama Hazardous Waste Hauler certificate/Permit _____
Other _____

17. Have you, any principal officer(s), or key employee(s) ever been convicted of crime(s)?

YES _____ NO _____

18. Have you or any principal officer(s) or key employee(s) been adjudged bankrupt or reorganized due to insolvency in the last 10 years, or was or is otherwise subject to any such prior or pending bankruptcy or reorganization proceeding?

YES _____ NO _____

19. Describe your business/service facility(ies), noting the square footage size of the entire building(s), office size.

20. Do you have an emergency response plan and procedures in accordance with 29 CFR1910.120

YES_____ NO_____

21. Has your operation instituted a medical surveillance program for members of its HAZMAT team in accordance with 29 CFR1910.12 (q) (9)? The applicant agrees to keep each individual's medical record on file for thirty (30) years after the date the individual leaves the HAZMAT team.

YES_____ NO_____

22. Does the team have a dedicated EMS response service on each incident?

YES_____ NO_____

23. Does your team have a written procedure(s) for DECON? YES_____ NO_____

24. Does the team have a dedicated Training Officer? YES_____NO _____

25. Does your team's training program include the following topics?

a. Recognition and Identification of Hazardous Materials YES _____NO _____

b. Hazard and Risk Assessment YES _____NO _____

c. Familiarization of Emergency Response Plan YES _____NO _____

d. Understanding Termination Procedures YES _____NO _____

e. Team Organization YES _____NO _____

f. Incident Command System YES _____NO _____

g. Use of PPE YES _____NO _____

h. Use of SCBA YES _____NO _____

i. Decontamination procedures YES _____NO _____

j. Use of field survey instruments and equipment YES _____NO _____

k. Control, Containment and Confinement techniques YES _____NO _____

26. Identify the number of team members certified to the following levels:

a. Haz-Mat Incident Commander _____

b. Haz-Mat Specialist _____

c. Haz-Mat Technician _____

d. Haz-Mat Operations _____

e. Haz-Mat Awareness _____

27. Does each Team Member complete a set training program prior to responding to incidents?

YES_____ NO_____

28. Does each Team Member receive complete physicals, in accordance with OSHA standards, prior to responding to incidents?

YES_____ NO_____

EMERGENCY TREATMENT/NON-EMERGENCY TREATMENT

1. Are there provisions for emergency treatment and acute non-emergency treatment made at each site?
YES ____ NO ____

2. Does each Response Crew have personnel trained in emergency first aid?
YES ____ NO ____

3. Are all response personnel trained in emergency decontamination procedures in coordination with the Emergency Response Plan?
YES ____ NO ____

4. Are emergency/first aid stations established on site?
YES ____ NO ____

a. General first aid (e.g. minor cuts, sprains, abrasions) YES ____ NO ____

5. Is there established protocols for monitoring heat stress?
YES ____ NO ____

6. Is there a review of emergency procedures with all site personnel at safety meetings before the beginning of the work?
YES ____ NO ____

By my signature, I swear, or affirm, that the foregoing information is a true and accurate description of the business of _____ (Company Name) and accurately states its business practices and fee schedules.

I understand that failure to truthfully and accurately describe the business practices and fee schedule(s) may eliminate _____ (Company Name) from consideration as an Emergency Spill Responder with Baldwin County Commission.

Signed _____
Title _____
Date _____

State of _____

County of _____

_____, being duly sworn, deposes and says he
is _____ of the above-named county.

Sworn before me this _____ day of _____ in the year _____

Federal Tax ID No. _____

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional 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 PROVIDER, (hereinafter referred to as "PROVIDER").

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

WITNESSETH:

Whereas,

Whereas,

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

I. Definitions. The following terms shall have the following meanings:

- 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 professional 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 Contract, 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 "**Request for Proposals,**" the same being expressly incorporated herein by reference, and without limitation will encompass:

" All provision and conditions and/or specifications listed/stated in the Request for Proposal for Hazardous Waste Cleanup 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 thirty (30) 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$ _____. 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 for thirty-six (36) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

XXVII: Insurance: 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.

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, Chairman /Date

_____/_____
WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and 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 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 seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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