

BID #WG23-37 SPECIFICATIONS

The Baldwin County Commission is seeking Elevator Maintenance Services for its elevators in eight (8) buildings located in Baldwin County.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

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

Award will be to the lowest responsible bidder meeting the specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. **All exceptions must be listed and attached to the bid response form.**

The Baldwin County Commission intends to award the bid to one vendor.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twenty-four (24) month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for one (1) additional twelve (12) month period (2025). The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2023 contract with its intent to extend the contract. The prices for 2023 shall also apply to the extension period.

BIDDER QUALIFICATIONS

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

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and 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.

The Contractor shall comply with all Alabama State and Local Laws, ordinances, regulations, and requirements applicable to Elevator Maintenance work hereunder.

The Alabama General Contractors License Number must be listed on the outside of the sealed envelope.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all 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 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.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction 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.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

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.

REPLACEMENT PARTS

Repair parts shall be by the original equipment manufacturer (OEM). Equal quality substitutes may also be used if approved by the Building Maintenance Director. Lubricants shall be those recommended by the manufacturer or an approved equal. Any lubricants stored on-site must be in OSHA approved containers. Contractor shall be able to promptly acquire any parts, which may be required to maintain and repair the elevators on which they are bidding.

LABOR

All elevator maintenance shall be performed by qualified elevator mechanics trained to service the equipment on which they will be working. Maintenance services by a helper or apprentice will be allowed only if under the direct supervision of a qualified elevator mechanic.

OTHER EQUIPMENT

The contract shall cover the elevators listed in this bid.

PRICING

Prices quoted shall be firm for the period of **twenty-four (24) months** beginning upon the same date as the full execution of the contract. Prices shall include all transportation and travel costs to and from the job site.

CONTRACT CANCELLATION

The County may terminate the contract with thirty (30) days written notice if it is determined the level of service is inadequate or if the contractor fails to comply with the requirements of the specifications. The County shall be the sole judge of compliance.

Should the contractor fail or be unable to make any needed adjustments or repairs in a timely manner, the County reserves the right to have such adjustments or repairs performed by another firm, with the cost being deducted from any monies due to the contractor.

SCOPE OF WORK

Furnish all labor, materials, tools and equipment to maintain the elevators located in the following buildings for the Baldwin County Commission in accordance, to all federal, state and local laws:

Baldwin County Robertsdale Coliseum - 19477 Fairground Road - Robertsdale, AL 36567

Baldwin County Central Annex II - 22070 Highway 59 - Robertsdale, AL 36567

One (1) – four stop West Elevator – Dover Hydraulic

One (1) – four stop East Elevator – Dover Hydraulic

Baldwin County Satellite Courthouse - 1100 Fairhope Avenue - Fairhope, AL 36532

Baldwin County Annex IV Bldg. (CIS Bldg.) – 105 W. 3rd Street, Bay Minette, AL 36507

Baldwin County Emergency Management – 23100 McAuliffe Dr., Robertsdale, AL 36567

Baldwin County Sheriff's Investigation Office – 18126 Co. Rd. 54, Robertsdale, AL 36567

One (1) – two (2) stop Dover Hydraulic Elevator

Baldwin County Courthouse – 1 Courthouse Square, Bay Minette, AL 36507

One (1) – two (2) stop Dover Hydraulic Elevator

One (1) - Wheel Chair Lift

Baldwin County Corrections Center – 200 Hand Avenue, Bay Minette, AL 36507

Two (2) Elevators – One (1) six (6) stop Dover Hydraulic Elevator

One (1) two (2) stop Dover Hydraulic Elevator

(Overtime service calls should be included for the six (6) stop elevator, for equipment related issues only, located in the Baldwin County Corrections Center)

The Contractor shall perform annual inspection/tests of the elevators listed and monthly periodic inspections and services on the elevators and associated machinery in accordance with the elevator manufacturer's recommendations and shall include the applicable items listed under preventative maintenance. **The contractor will provide 24-hour emergency call out service to make repairs as required.**

The Contractor will provide monthly inspections, maintenance, and equipment adjustments service (preventative maintenance) and will report all findings in writing to the Facility Coordinator at each building within 24 hours.

Contractor shall, on a monthly basis, examine, adjust, lubricate, and repair or replace the items that warrant replacement. Contractor shall perform all preventative maintenance during regular working hours: 8:00 am to 4:00 pm Monday through Friday, excluding holidays.

MONTHLY ITEMS TO BE INSPECTED OR REPAIRED

Controllers: including relays, contacts, coils, timers, printed circuit boards, microprocessor boards, controller wiring, travel cable wiring, and hoist way wiring.

Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solid-state components.

Fixtures: including car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, locks, lamps and sockets.

Motor: including gears, bearings, brakes and related parts, brushes, windings, commutators, rotating equipment, contacts coils, and resistors for motor circuits, V-belts, sheaves and wiring.

Pump: including sheaves, screens, filters hoses, or any parts thereof.

Clean: elevator machine including pump, valves, and motor.

Valves: complete, including relief valve, leveling valves, check valve strainers, springs, gaskets, or any parts thereof.

Jack Unit: including plunger, guide bearing, packing and packing gland.

Governor: including sheave, bearings, shafts, contacts and governor jaws.

Car: including power door operator, door protective devices, car door operator, hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and sub flooring. Ride the elevator each visit, checking floor levels, door operation and checking all signal fixture lamps (replacing when needed).

Accessory Equipment: including all accessory elevator equipment installed prior to commencement of this contract, unless otherwise noted.

Hoistway: including deflector sheave, secondary sheaves, buffers, governor tension assemblies, limit switches, compensating sheave assemblies, compensating chain or cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs and auxiliary closer. Included shall be the periodic brush down and vacuum of the hoistway, divider beams, door hanger's car top and bottom, doorsills (beyond opening) and pit.

Guide Rails: keep the guide rails properly lubricated, except where roller guides are used, and when necessary to renew guide shoe inserts, or roller guides when used, to promote smooth and quiet operation.

Wire Ropes: will be renewed as often as necessary to maintain an adequate factor to safety and equalize the tension on all hoisting ropes.

ALL OTHER MAINTENANCE FEATURES OR PRACTICES NOT CITED ABOVE WHICH ARE CONSIDERED ROUTINE IN ELEVATOR MAINTENANCE IN GENERAL.

Furnish Lubricants: compounded to specifications and selected to give the best performance. Lubricate pumps, pump motors, couplings, valve control equipment, guides or guide rollers, interlocks, automatic door operator and its linkage parts.

Furnish and Maintain: hydraulic fluid at proper operating level.

FURNISH AND MAINTAIN parts and supplies necessary to the preventative maintenance and corrective repair of items described above.

Periodic Tests: The contractor will perform periodic testing in accordance with elevator Codes to ensure the elevators meet safety and maintenance requirements. Qualified personnel must complete all tests.

EMERGENCY WORK AND UNSCHEDULED REPAIRS: The contractor will provide all necessary repairs and emergency on-call services to maintain the elevators. The contractor must provide a 24-hour contact number and provide a qualified repair person on site within **3 hours** of being notified.

Maintenance Information:

- (1) The contractor quote must contain fixed pricing for performing the monthly maintenance activities.
- (2) The contractor will supply all labor, vehicles, tools, testing equipment and parts which satisfy manufacturer's applicable requirements.
- (3) The contractor will establish a logbook for each location, which documents the inspection or maintenance activity.
- (4) The contractor must provide the County with a list of telephone numbers, and cell phone numbers where a qualified service technician can be reached at all times in the event of an emergency.
- (5) Bidders shall examine each elevator at all locations prior to submitting bids. Contact person for site inspections will be Wanda Gautney, Purchasing Director at (251) 580-2520.

BID #WG23-37 RESPONSE FORM

Provision of Elevator Maintenance Services

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Date: _____

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

Company Name: _____

Alabama General Contractors License Number: _____

Address: _____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself Yes or No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

Financing Agency Authorized Signature

The Alabama General Contractors License Number must be listed on the outside of the sealed envelope.

All exceptions must be listed and attached to the bid response form.

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Provision of Elevator Maintenance Services

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QUESTIONNAIRE

Number of years your company has been servicing elevators: _____

Nearest service locations: _____

Number of trained elevator technicians available to service Baldwin County elevators: _____

Do your local technicians have experience servicing the model of elevators on which you are bidding?

_____yes _____no

Do you have timely access to repair parts for the elevators on which you are bidding?

_____yes _____no

Can you meet the emergency response time listed on the bid?

_____yes _____no

List three references for which you are providing similar maintenance services. Include company, contact name and phone number.

1. _____
2. _____
3. _____

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Provision of Elevator Maintenance Services

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- 1) Baldwin County Robertsdale Coliseum - 19477 Fairground Road - Robertsdale, AL 36567
Otis 2500 lb. Hydraulic – Jurisdiction #ALE 33418
Amount Bid: _____ **per month**

- 2) Baldwin County Central Annex II - 22070 Highway 59 - Robertsdale, AL 36567
West Elevator – Dover 3000 lb. Hydraulic – Jurisdiction #ALE019895
Amount Bid: _____ **per month**

East Elevator – Dover 3500 lb. Hydraulic – Jurisdiction #ALE019896
Amount Bid: _____ **per month**

- 3) Baldwin County Satellite Courthouse - 1100 Fairhope Avenue - Fairhope, AL 36532
Thyssenkrupp 2500 lb. Hydraulic – Jurisdiction #ALE 050901
Amount Bid: _____ **per month**

- 4) Baldwin County Annex IV (CIS Building) – 105 West 3rd Street – Bay Minette, AL 36507
Kone Microprocessor Traction 2500 lb. Elevator – Jurisdiction #ALE021346
Amount Bid: _____ **per month**

- 5) Baldwin County Emergency Management – 23100 McAuliffe Dr., Robertsdale, AL 36567
Thyssenkrupp 2500 lb. Hydraulic – Jurisdiction #ALE033231
Amount Bid: _____ **per month**

- 6) Baldwin County Courthouse – 1 Courthouse Square, Bay Minette, AL 36507
Dover 2500 lb. Hydraulic – Jurisdiction #ALE 033568
Amount Bid: _____ **per month**

Wheel-Chair Lift 500 lb. – Jurisdiction #ALE 033200
Amount Bid: _____ **per month**

- 7) Baldwin County Corrections Center – 200 Hand Avenue, Bay Minette, AL 36507
Dover 2500 lb. Hydraulic (6 stop) – Jurisdiction #ALE033747
(Overtime service calls should be included for the six (6) stop elevator, for equipment related issues only, located in the Baldwin County Corrections Center)
Amount Bid: _____ **per month**

Dover 3500 lb. Hydraulic (2 stop) – Jurisdiction #ALE033748
Amount Bid: _____ **per month**

- 8) Baldwin County Sheriff's Investigation Office – 18126 Co. Rd. 54, Robertsdale, AL 36567
Dover 2000 lb. Hydraulic – Jurisdiction #ALE 050873
Amount Bid: _____ **per month**

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Provision of Elevator Maintenance Services

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Hourly Rate for repairs not covered by maintenance agreement:

	<u>Single</u>	<u>Team</u>
Regular Time:	\$	\$
Overtime:	\$	\$
Sundays & Holidays:	\$	\$

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND 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 PROVIDER, (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 professional and construction 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 **“Competitive Bid #WG23-37”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG23-37 named, Provision of Elevator Maintenance Services 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 may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. 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 and commence immediately upon the same date as its full execution, and shall terminate upon the expiration of twenty-four (24) months, with an option to renew the contract for one (1) additional twelve (12) month period (2025). The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2023 contract with its intent to extend the contract. The prices for 2023 shall also apply to the extension period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. 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, 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. Contractor 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.

XXVIII: Surety: As a material inducement for the County to enter this Agreement, 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:
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 RONALD J. CINK, Budget Director/Date

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

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

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, a 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 _____, 2023.

Notary Public
My Commission Expires