

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS 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 Tindle Construction, LLC, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for the Renovations of Courtroom No. 1 on the first floor of the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission; and

Whereas, PROVIDER presented a quote to the COUNTY.
Therefore, COUNTY wishes to retain PROVIDER, and PROVIDER wishes to provide those services hereinafter set out under the following terms and conditions

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: Tindle Construction, LLC

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this 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: Tindle Construction, LLC
210 Saraland Blvd. S.
Saraland, AL 36571
ATTN: Austin Bosarge

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 the “**Attachment A,**” the same being expressly incorporated herein by reference, and without limitation will encompass:

“Quote for the Renovations of Courtroom No. 1 on the first floor of the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission described in Attachment A”.

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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be **\$45,630.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. 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 no more than sixty (60) 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 of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. To the fullest extent allowed by law, Provider shall indemnify, defend and hold 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 of its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly, evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

_____/_____
MATTHEW P. MCKENZIE, Chairman /Date

_____/_____
ROGER H. RENDLEMAN /Date
County Administrator

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2025.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Tindle Construction, LLC

_____/_____
By _____/Date
Its _____

State of Alabama)

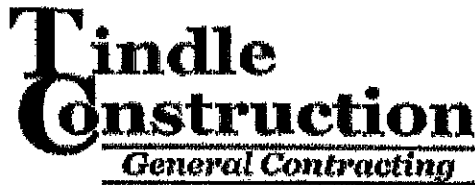
County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Tindle Construction, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, he executed the same voluntarily on the day the same bears date for and as an act of said Tindle Construction, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2025.

Notary Public
My Commission Expires

ATTACHMENT A



Ronnie Tindle | Estimator
O: 251-675-6117
C: 251-463-2804
E: rtindle@tindleconstruction.net
210 Saraland Blvd S, Saraland, AL 36571
AL GC# 51512 | MS GC# 4343-SC
Donald W. (Buck) Tindle: Owner

Date: March 3, 2025

ATTN: Wanda Gautney

Project: Baldwin County Courthouse Court Room 1
312 Courthouse Square, Bay Minette, AL. 36507

Tindle Construction, LLC is pleased to submit an estimate of **\$45,630.00** to furnish the necessary labor, materials, tools, equipment and supervision to:

1. Demo:
 - a. Existing 11' pony wall with gate. (Reinstall Gate on new wall)
 - b. Existing clerks desk.
2. Install:
 - a. 20' of pony wall with heavy gauge metal studs and casework to match casework on existing walls.
 - b. 5' of 7'2" tall wall with heavy gauge metal studs, drywall and casework to match casework on existing walls.
 - c. Paint any new exposed or existing drywall affected by construction. Match existing color corner to corner.
 - d. Install new black floor transition strip at removed pony wall.
 - e. New custom-built laminate desk to increase size to 6'6" long.
 - f. New expandable security gate to separate clerks' area from copy machine and new 7'2" wall.
 - g. (1) 19'9" X 6' Tall and (2) 11'3" X 6' Tall Straight Wall Telescoping Portable Partition Walls (Black Fabric Quoted)
3. Electrical:
 - a. Remove and reinstall electrical and data in desk.

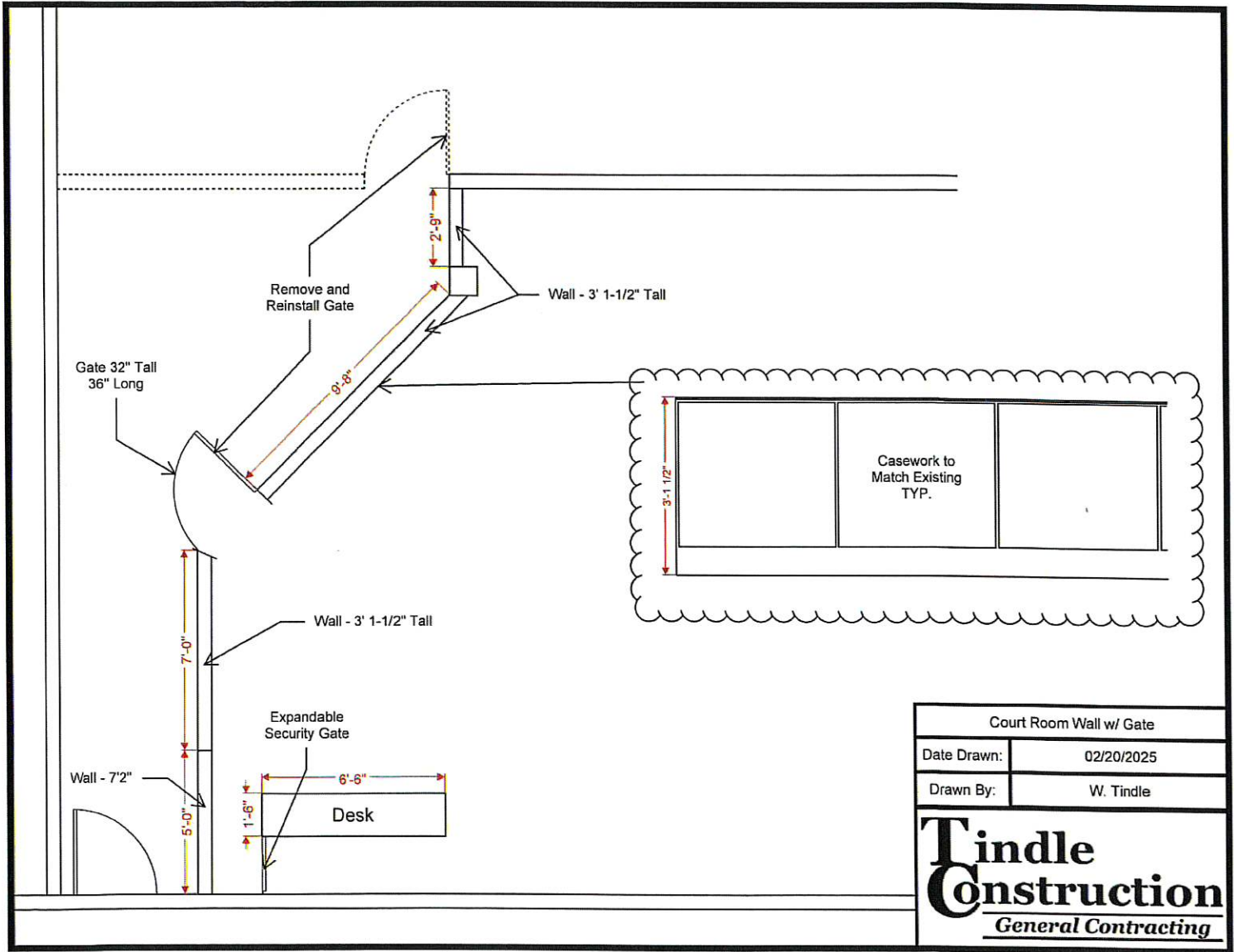
Clarifications:

1. Based on Monday - Friday 7:00-3:30 work schedule.
2. Laminate color to be matched as closely as possible and approved before ordering.
3. Shop drawings to be approved by owner before construction.
4. Submittals to be approved by owner before ordering.

Exclusions:

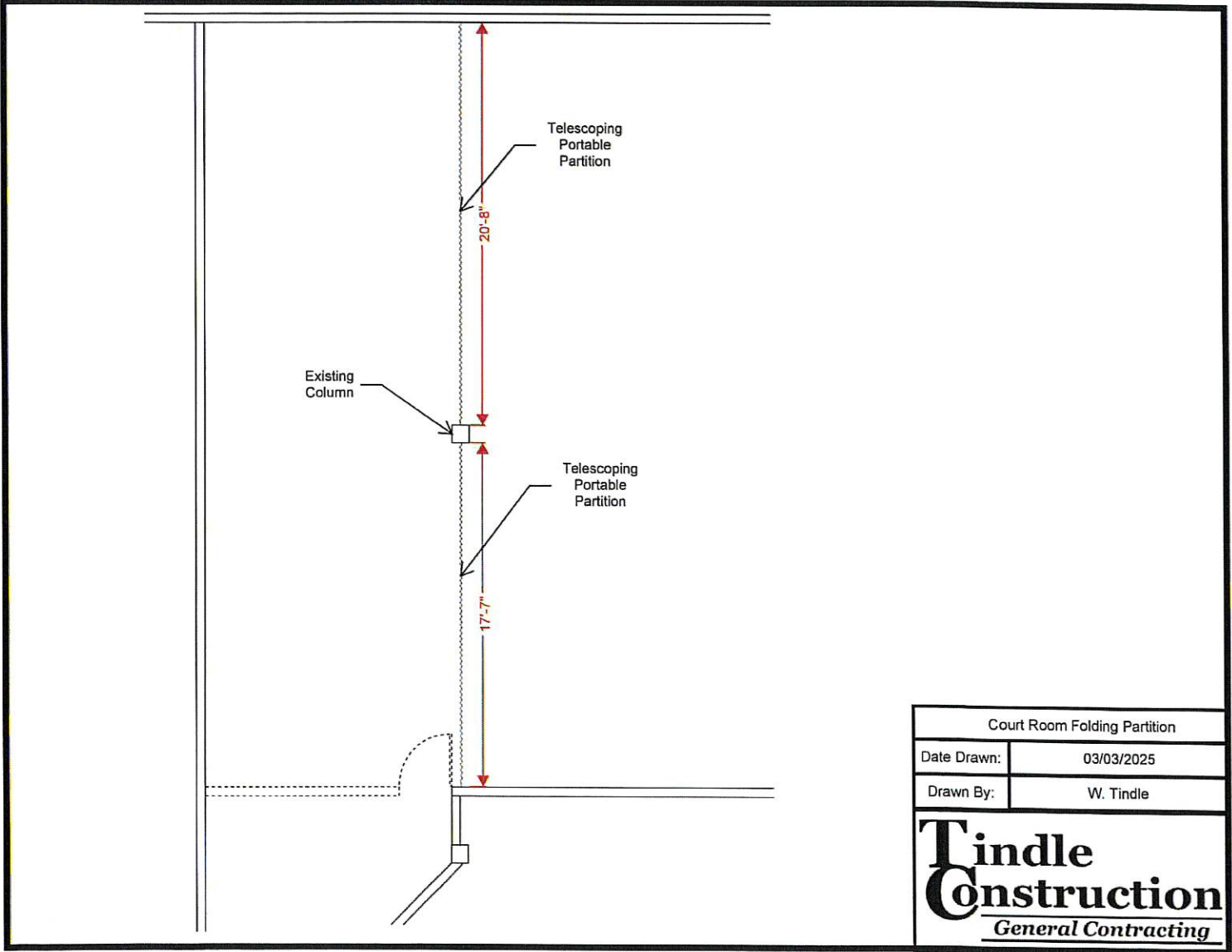
1. Permit
2. Bonding

Ronnie W. Tindle
Estimator
Tindle Construction LLC.



Court Room Wall w/ Gate	
Date Drawn:	02/20/2025
Drawn By:	W. Tindle

Tindle
Construction
 General Contracting



Court Room Folding Partition	
Date Drawn:	03/03/2025
Drawn By:	W. Tindle

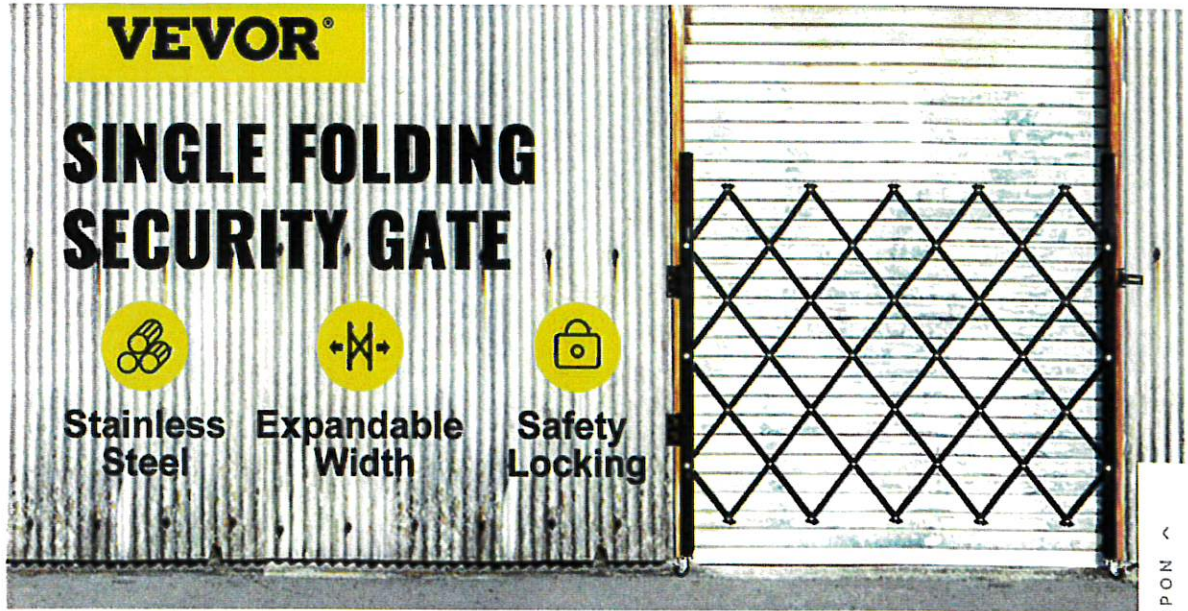
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Construction
General Contracting



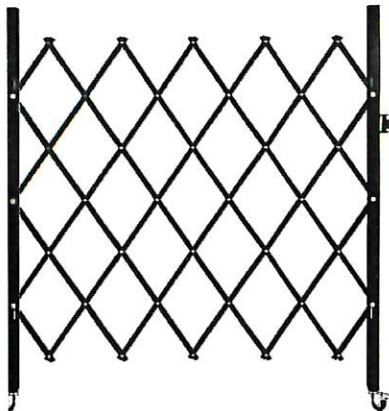
VEVOR Single Folding Security Gate, 48" H x 66" W Folding Door Gate, Steel Accordion Security Gate, Flexible Expanding ...

Size 66" x 48" H x W

Description Specification Questions and Answers Reviews



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Single Folding Security Gate

Adjustable Width & Strong Construction & Good Mobility

Our folding security gates are made of strong 3/4" G14 channel steel, with a black powder coat finish to preserves the integrity and extend its longevity. The safety lock design increases the security, and an installation kit can ease your assembly. Such stretchable door gates are the ideal gates for securing your high-traffic hallways or entryways in any business or industry.

- Single Folding Door
- Durable Security Gate
- Flexible Rolling Caster
- Easy Lock & Installation

VEVOR is a leading brand that specialize Along with thousands of motivated empl dedicated to providing our customers wi tools at incredibly low prices. Today, VEV markets of more than 200 countries with 10 milli members.

Why Choose VEVOR?

- Premium Tough Quality
- Incredibly Low Prices
- Fast & Secure Delivery
- 30-Day Free Returns
- 24/7 Attentive Service

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VEVOR Single Folding Security Gate, 48" H x 66" W Folding Door Gate, Steel Accordion Security Gate, Flexible Expanding ...

3/3/25, 2:16 PM

Description

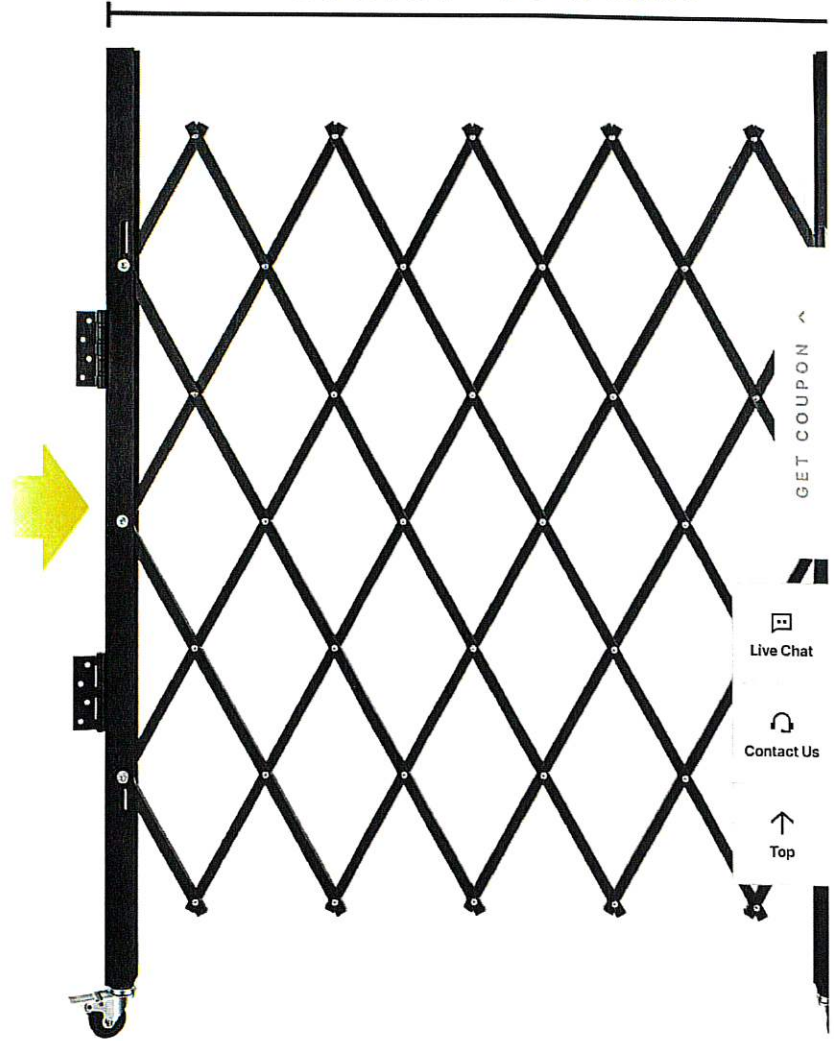
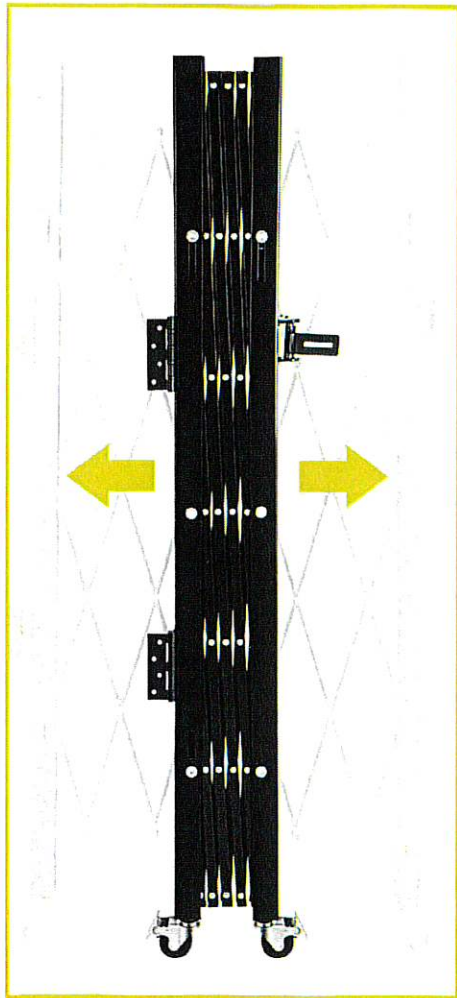
Specification

Questions and Answers

Reviews

EXPANDABLE WIDTH 5.6 FEET

5.6ft / 170cm



Expandable Width 5-1/2 Feet

The width of our single folding gate can expand from 6.3" to 66". Height: 48". It offers physical protection for your assets, belongings, or goods, giving your property a professional look.



VEVOR Single Folding Security Gate, 48" H x 66" W Folding Door Gate, Steel Accordion Security Gate, Flexible Expanding ...

Size 66" x 48" x 3"

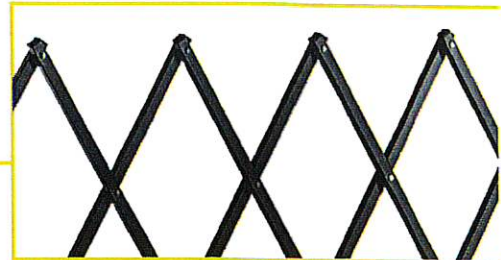
Description

Specification

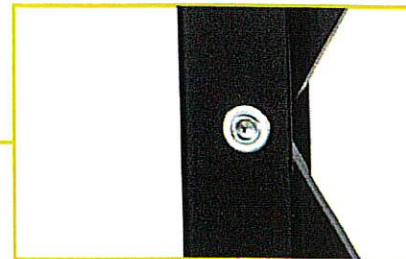
Questions and Answers

Reviews

STURDY G14 CHANNEL STEEL



14 Gauge Channel
0.6 inch thickness



Zinc-plated Rivets

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Rust-proof



Long Term Use



Weather-proof



Power Coating

Sturdy G14 Channel Steel

The metal fence security gate is constructed of 3/4" 14 gauge channel steel, durable for long-lasting use. Its black powder-coated finish prevents rust, and zinc-plated rivets resist corrosion.



VEVOR Single Folding Security Gate, 48" H x 66" W Folding Door Gate, Steel Accordion Security Gate, Flexible Expanding ...

Size 66" x 48" H

Description

Specification

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360°

Universal Wheel

Lockable

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360° Rolling Wheel

The rolling wheels on the bottom of the expanding security gate have max flexibility to swing up to 360 degrees for a clear-opening/ closed state, while with its brake to instant fix the position.



VEVOR Single Folding Security Gate, 48" H x 66" W Folding Door Gate, Steel Accordion Security Gate, Flexible Expanding ...

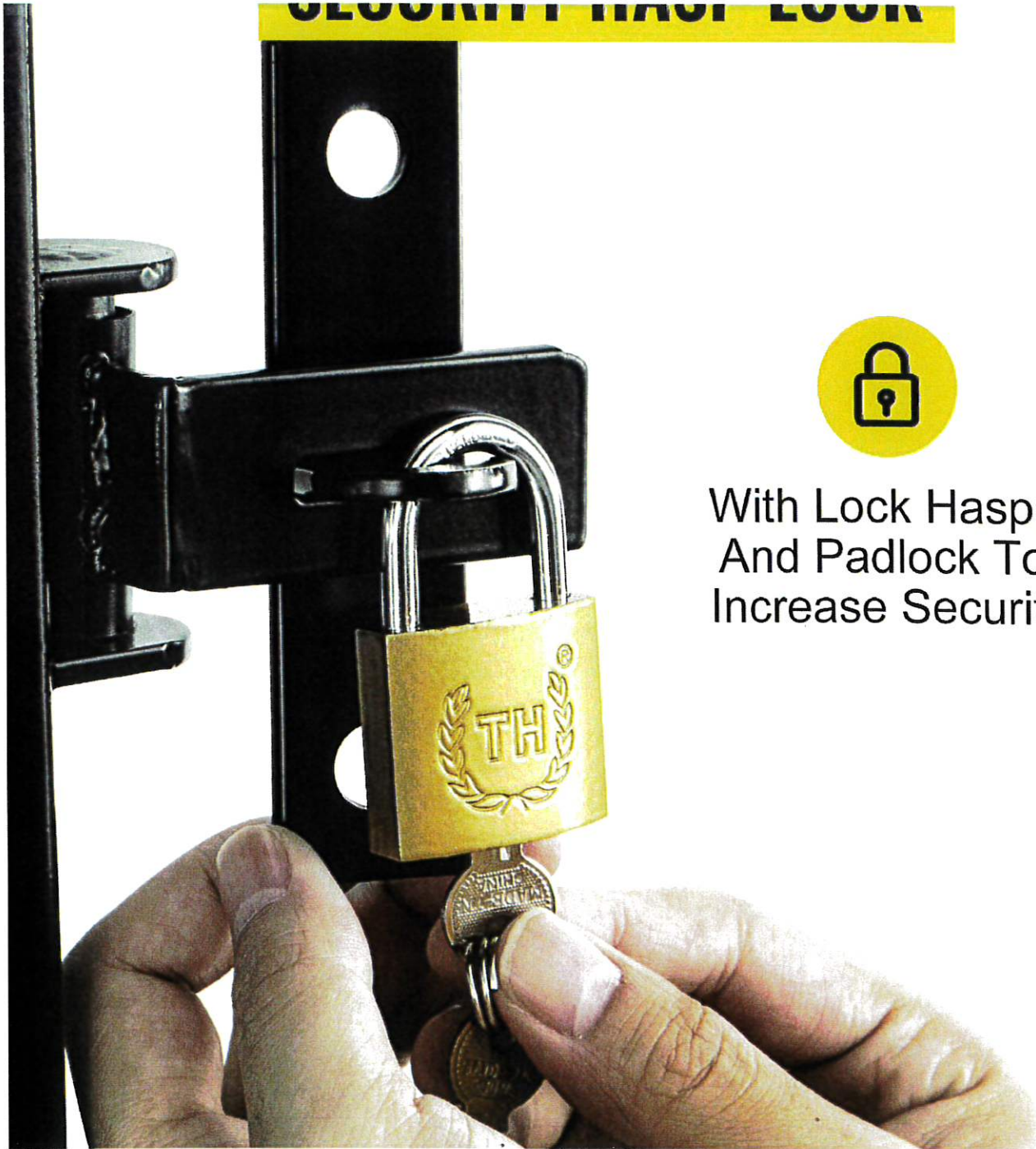
Size: 48" x 66" (1)

Description

Specification

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Reviews



With Lock Hasps
And Padlock To
Increase Security

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Security Lock Design

The barricade gate comes with specially designed lock hasps to match the secure padlock. And with three keys enclosed to the padlock for in case, you can use it in the entrance without ar



VEVOR Single Folding Security Gate, 48" H x 66" W Folding Door Gate, Steel Accordion Security Gate, Flexible Expanding ...

Size: 48" x 66" (1)

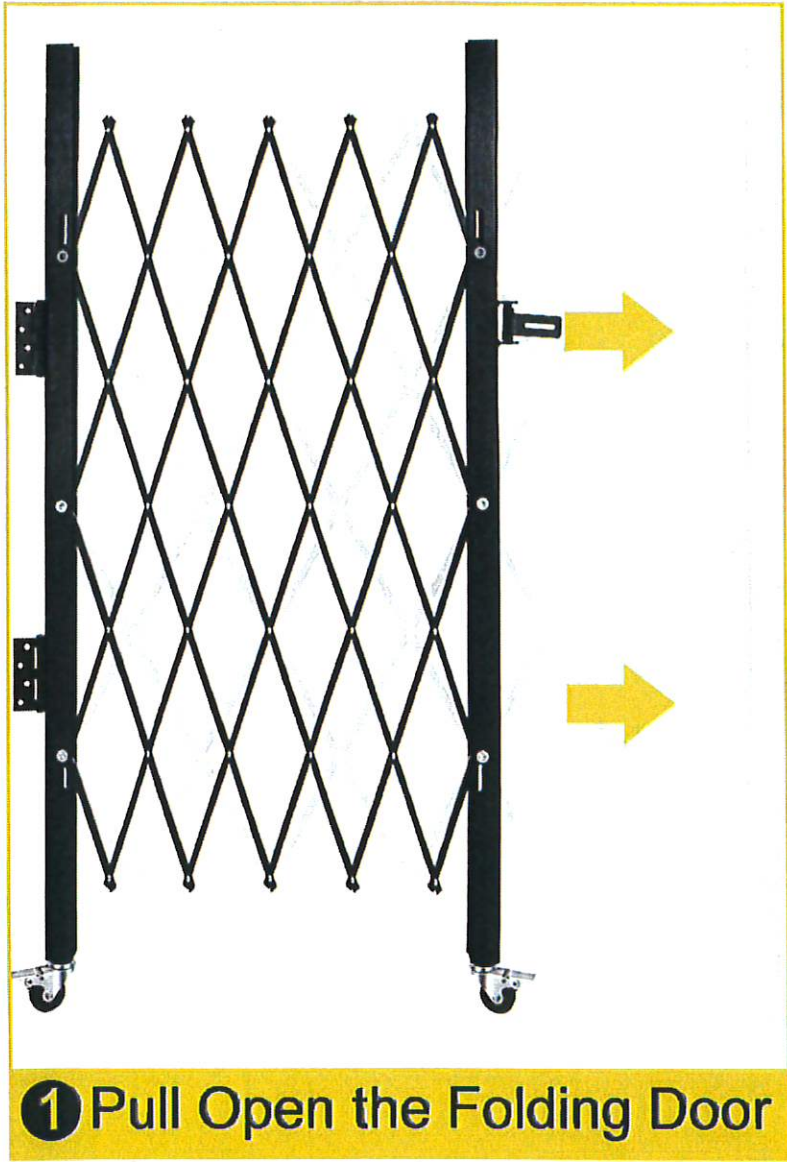
Description

Specification

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EASY INSTALLATION



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Easy Installation

These accordion gates can be either recess or surface mounted and are equipped with mounting hardware for easy installations. Just drill some holes and mount correctly on the cement or concrete.



VEVOR Single Folding Security Gate, 48" H x 66" W Folding Door Gate, Steel Accordion Security Gate, Flexible Expanding ...

Description

Specification

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EXTENSIVE APPLICATION

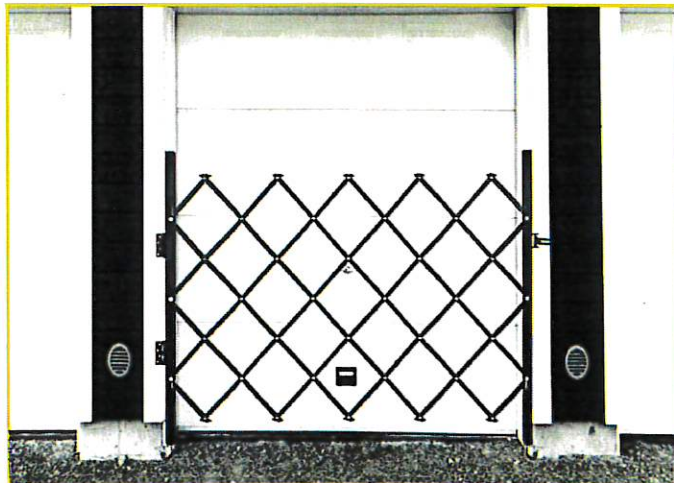


Factory



Shop

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Garage



Garden

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Extensive Application

These accordion doorway gates can control access to hallways and receiving doors without affecting ventilation or visibility. Widely used for door securities of the basement, garage, storefr



VEVOR Single Folding Security Gate, 48" H x 66" W Folding Door Gate, Steel Accordion Security Gate, Flexible Expanding ...

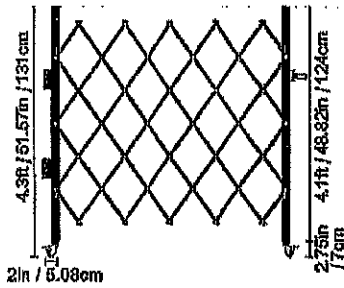
Size: 66 x 48 inch

Description

Specification

Questions and Answers

Reviews



door type: single folding door
 Collapsed Size: 4'H x 0.5'W / 48"H x 6.3"W
 Expanded Size: 4'H x 5-1/2' W / 48"H x 66"W
 Item Weight: 19.8 lbs/ 9 kg
 Color: Black



Package Content

- 1x Folding Security Gate
- 1x Padlock with Keys
- 1x Set of Mounting Tool

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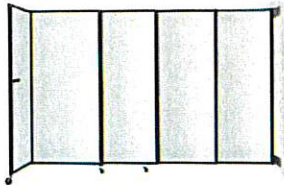
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VERSARE

STRAIGHTWALL SLIDING PORTABLE PARTITION

Available in Fabric, Polycarbonate,
SoundSorb & Laminate



Wall-Mounted Option
Available



Versare Solutions, LLC
3236 California St. NE
Minneapolis, MN 55418



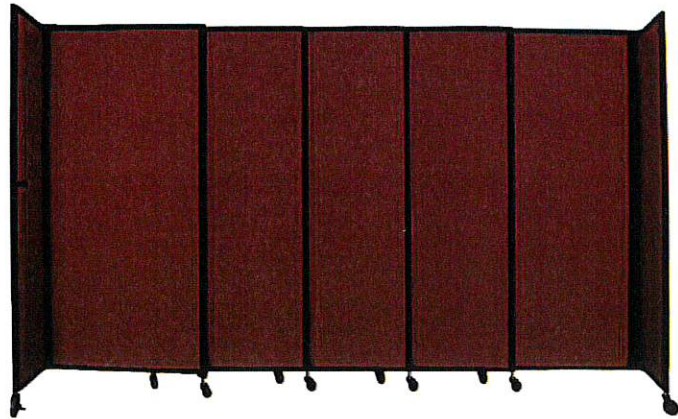
www.versare.com



855-647-6909



800-310-4874



Exclusive telescoping hinge option keeps all panels
in a straight line regardless of length



Increase stability and eliminate tripping hazards
with full-sized end panels



Locking casters on each end panel can be quickly
activated for stationary use



Lightweight aircraft aluminum frames are strong,
durable and safer than steel dividers

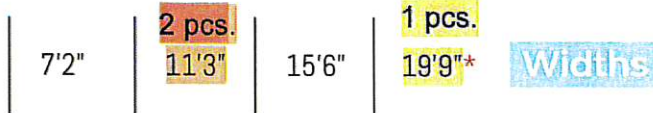
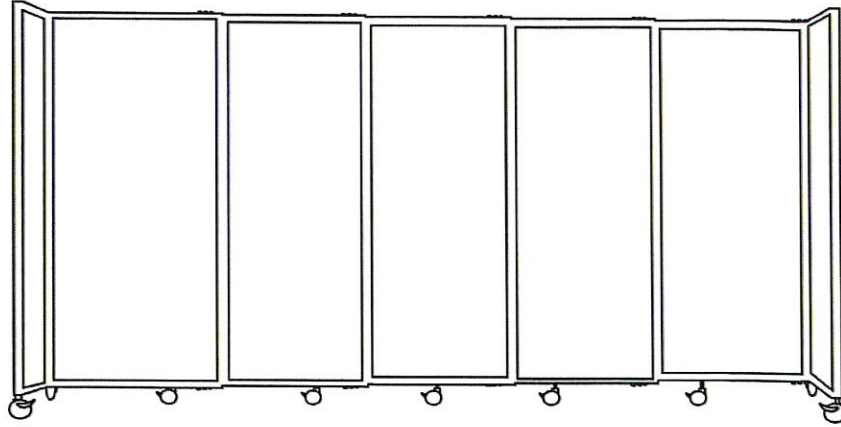
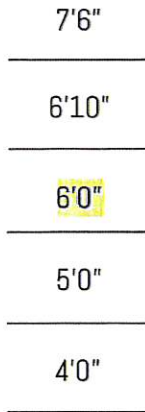


SoundSorb options provides enhanced sound damp-
ening and acoustics control



Custom printing available to advertise your event or
business

Heights



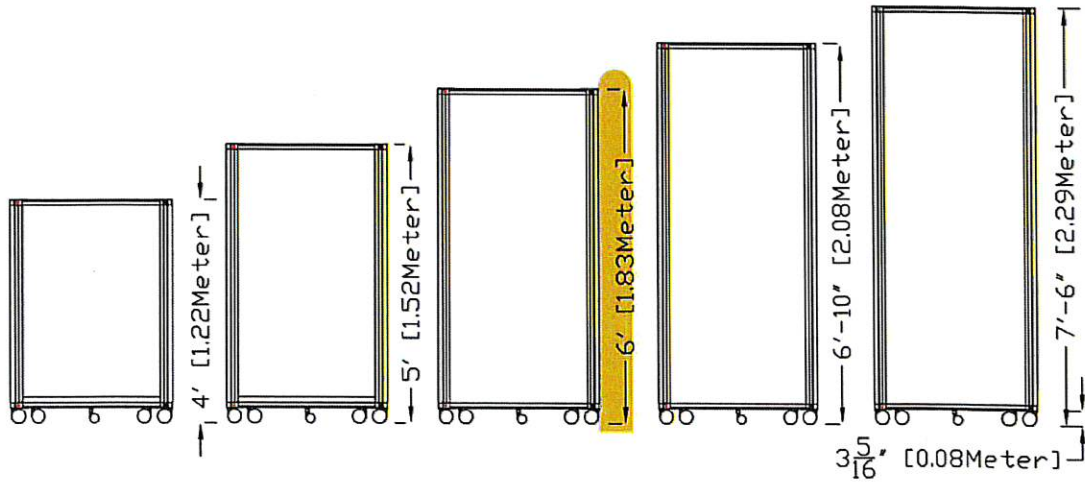
* Wall-Mounted version

SPACE-SAVING...SIMPLIFIED.

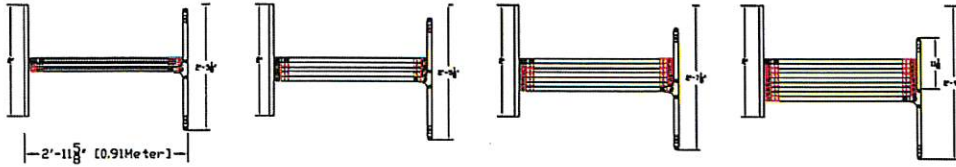
Everyone appreciates a straight shooter. Maybe that's the reason the StraightWall is one of our most popular partitions. Featuring unique, telescoping hinges, this room divider maintains a perfectly straight line regardless of length. The smooth, sturdy hinge movement provides an ease of use not found on any other partition. The StraightWall's lightweight, aircraft aluminum frame stands apart from heavy, wobbly steel dividers found elsewhere on the market. Low-profile casters and full-sized end panels provide superior stability and safety than spring-loaded wheels and awkward railings found on rivals' partitions. We take pride in our engineering and are confident we offer a superior build quality at a lower price. Customize the StraightWall to seamlessly integrate with your environment! Choose from over 20 unique colors in pushpin-accepting fabric or try our SoundSorb recycled, felted acoustical material to dampen sound and control acoustics. Want a really unique look that can be quickly spray-cleaned? Our polycarbonate plastic panels are available in several colors and translucencies, while our woodgrain laminate options will add a touch of class to any location.



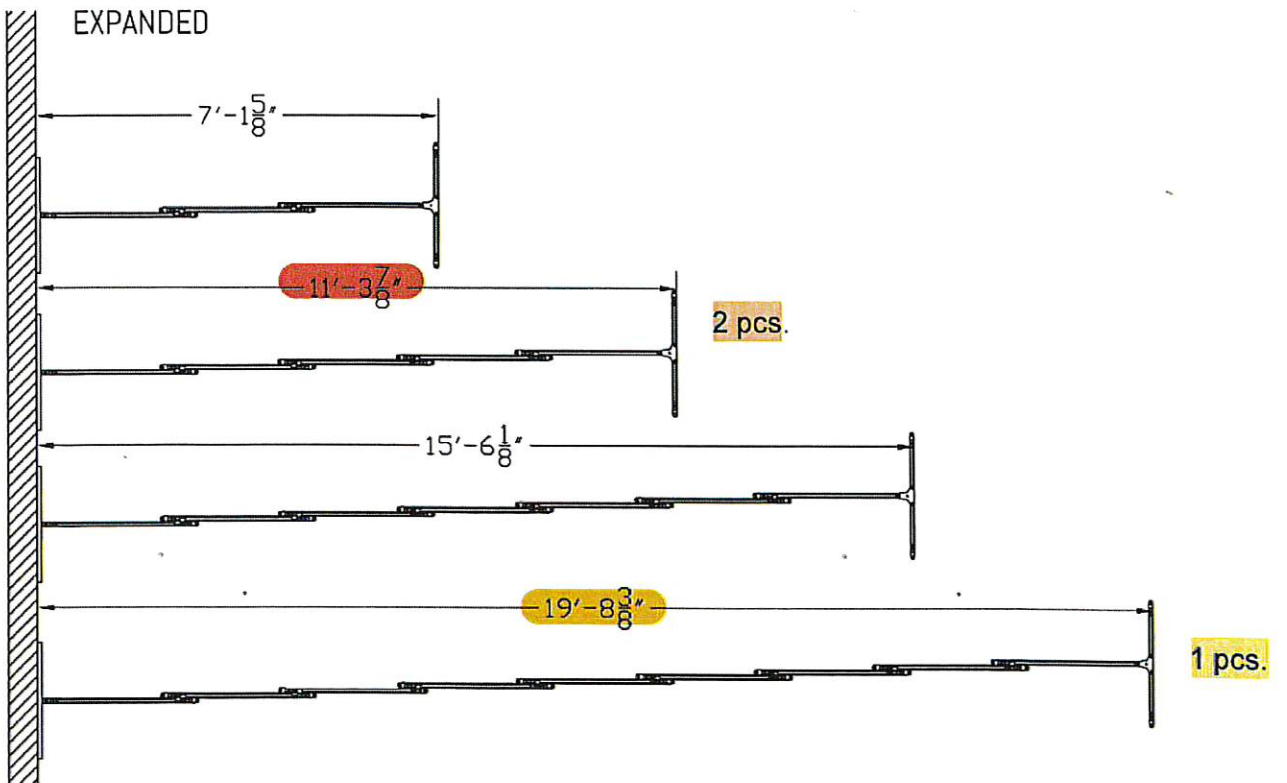
COLLAPSED



3 Panel Folds to (6.9 SQFT) 5 Panel Folds to (7.4 SQFT) 7 Panel Folds to (7.9 SQFT) 9 Panel Folds to (8.4 SQFT)



EXPANDED



FABRIC CHART

Palette • Coastal
Strata • Metro



VERSARE



855.647.6909



800.310.4874



www.versare.com

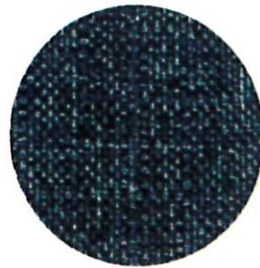
Fabric Color Options



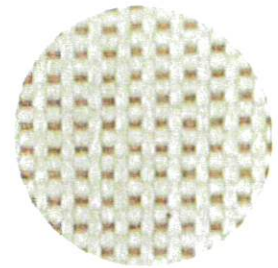
ROYAL BLUE



NAVY BLUE



CARIBBEAN



SAND



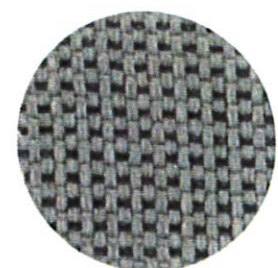
RED



PURPLE



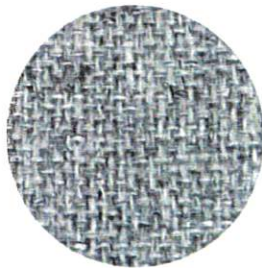
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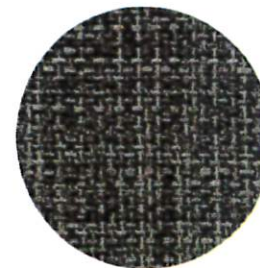
SLATE



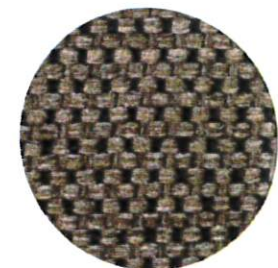
CHARCOAL GRAY



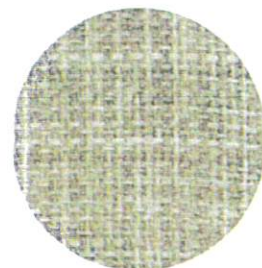
CLOUD GRAY



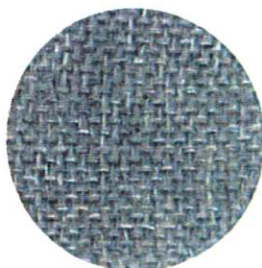
MOCHA



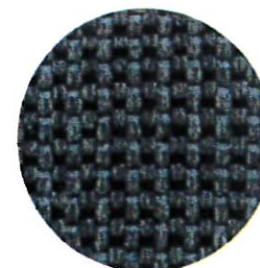
LATTE



WARM PEBBLE



POWDER BLUE



OCEAN

Maintenance:

Panels may be cleaned with mild, water-free solvents or water-based cleaning agents or foam.

Flammability:

BS 476/7 Class 1
DIN 4102 B-1 (10&16 mm) NSP 92501 M-1, M-2

ASTM D-635 CC-1

ASTM-E-84 Class A EN
13501 B, s1, d0