

Baldwin County Commission



Work Session Meeting Agenda

Monday, May 3, 2021

8:30 AM

Baldwin County Central Annex Auditorium
22251 Palmer Street
Robertsdale, Alabama 36567

Regular Meeting Agenda

Tuesday, May 4, 2021

8:30 AM

Baldwin County Administration Building
County Commission Chambers
322 Courthouse Square, Bay Minette, Alabama 36507

District 1 – Commissioner James E. Ball
District 2 – Commissioner Joe Davis, III
District 3 – Commissioner Billie Jo Underwood
District 4 – Commissioner Charles F. Gruber

Wayne A. Dyess, County Administrator

Public hearings commence at 8:30 AM.

All individuals wishing to speak must fill out a speaking request form. Speakers are asked to limit comments to 3 minutes. Groups are asked to select a spokesperson to speak on behalf of the group with time allotted to the spokesperson being limited to 5 minutes.

Supporting documentation for the agenda can be viewed in the File ID link of each item. Revisions to agenda items or supporting documentation made after the initial publication are denoted by an asterisk.

The public may submit comments or questions to the County Commissioners by email or by telephone at 251.937.0264.

Dist. 1 - jeb.ball@baldwincountyal.com
Dist. 2 - joe.davis@baldwincountyal.gov
Dist. 3 - bunderwood@baldwincountyal.gov
Dist. 4 - cgruber@baldwincountyal.gov

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

April 20, 2021, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

BA1 City of Fairhope - Annexation Notification [21-0790](#)

BA2 City of Spanish Fort - Annexation Notification [21-0789](#)

BA3 Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork
Landfill (Gottler Estate) - Making Final Recorded Documents Part of the
Record [21-0819](#)

BD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)

BD1 *Baldwin Regional Area Transit System (BRATS) 5307 Urbanized
Funding - Baldwin County Becoming Federal Transit Administration
(FTA) Direct Recipient [21-0803](#)

BE BUDGET/PURCHASING

BE1 Competitive Bid #WG21-04D - Provision of Bag Ice for the Baldwin
County Commission [21-0816](#)

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- | | | |
|-------------|--|--------------------------------|
| BE2 | Competitive Bid #WG21-23 - Provision of Ready-Mix Concrete for the Baldwin County Commission | <u>21-0804</u> |
| BE3 | Competitive Bid #WG21-24 - Provision of Mower Blades for the Baldwin County Commission | <u>21-0815</u> |
| BE4 | Competitive Bid #WG21-28 - Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel for the Baldwin County Commission | <u>21-0792</u> |
| BE5 | Competitive Bid #WG21-29 - Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission | <u>21-0793</u> |
| BE6 | Competitive Bid #WG21-30 - Provision of Finished Road Signs for the Baldwin County Commission | <u>21-0794</u> |
| BE7 | *Construction of the Baldwin County Highway Maintenance Facility (Area 200) Located in Silverhill, Alabama, for the Baldwin County Commission | <u>21-0801</u> |
| BE8 | Quote for the Purchase and Delivery of a Pre-cast Concrete Restroom Building at Live Oak Landing Park Located in Bay Minette, Alabama, for the Baldwin County Commission | <u>21-0780</u> |
| BE9 | Quotes for Live Oak Landing Boat Launch Ramp Repairs for the Baldwin County Commission | <u>21-0798</u> |
| BE10 | Quotes for Repairs to the Josephine Park Fishing Pier located in Josephine, Alabama, for the Baldwin County Commission | <u>21-0827</u> |
| BE11 | Quotes for Repairs to the Lillian Park Boat Ramp Pier located in Lillian, Alabama, for the Baldwin County Commission | <u>21-0828</u> |
| BE12 | Resolution #2021-074 - School Items Annual Sales Tax Holiday 2021 - July 16-18, 2021 | <u>21-0800</u> |
| BJ | ELECTED OFFICIALS | |
| BJ1 | Sale of Surplus Vehicles from the Baldwin County Sheriff's Office to the Chickasaw Police Department | <u>21-0759</u> |
| BK | EMERGENCY MANAGEMENT AGENCY (EMA) | |
| BK1 | Extension Request for the Stream-gaging Station on County Road 32 over Fish River - Gulf of Mexico Energy Security Act (GOMESA) Grant Agreement | <u>21-0818</u> |
| BN | HIGHWAY | |
-

BN1 Adopt-A-Mile - County Road 95 from Josephine Drive South to the End of Maintenance in Elberta, Alabama [21-0817](#)

BN2 Adopt-A-Mile - Comstock Road from County Road 95 East 1.4 Miles in Elberta [21-0812](#)

BN3 Case No. S-16045 - Fairhope Falls, Phase 3 - Road Acceptance [21-0782](#)

BN4 Daphne East Elementary School - Construction of a Walking Track [21-0779](#)

BN5 Resolution #2021-075 - Annexation and Transfer of a Portion of County Road 20 South to the City of Foley [21-0783](#)

BQ PERSONNEL

BQ1 Baldwin Regional Area Transit System (BRATS) Department - Personnel Changes [21-0806](#)

BQ2 *Highway Department (Administration) - Employment of One (1) Custodian Position [21-0807](#)

BQ3 Highway Department (Silverhill) - Employment of One (1) Operator Technician Trainee [21-0808](#)

BQ4 Sales, Use, and License Tax Department - Employment of One (1) Revenue Clerk I Position [21-0820](#)

BQ5 Solid Waste Department (Collection Administration) - Employment of One (1) Billing Account Specialist I Position [21-0809](#)

BR PLANNING AND ZONING

BR1 Baldwin County Architectural Preservation Review Board - Board Appointment(s) [21-0802](#)

BR2 Resolution #2021-068 - Establishment of the Baldwin County Commission Environmental Advisory Committee (EAC) and Committee Member Appointment(s) [21-0813](#)

BR3 2020-2021 Municipal Separate Storm Sewer Systems (MS4) Annual Report [21-0810](#)

C PRESENTATIONS

CA GENERAL

CA1 Employee of the Quarter for 1st Quarter 2021 [21-0821](#)

CA2 Proclamation - Historic Preservation Month - May 2021 [21-0784](#)

CA3 Proclamation - Mental Health Awareness Month - May 2021 [21-0791](#)

D PUBLIC HEARINGS

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [21-0796](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as
Allowed Under Policy 8.1 [21-0795](#)

F DISCUSSION ITEMS

DJ ELECTED OFFICIALS

DJ1 Proposal for Provision of a Conceptual Study and Cost Estimate for
Relocating the Baldwin County Coroner's Facility [21-0811](#)

FM FINANCE AND ACCOUNTING

FM1 WildNative LOL, LLC Security Deposit [21-0823](#)

FR PLANNING AND ZONING

FR1 *Mobile Bay National Estuary Program/Alabama Department of
Environmental Management 319 Grant - Letter of Support for the
D'Olive Creek Watershed Restoration Project [21-0814](#)

G COMMISSIONER REQUESTS

H ADDENDA

I ADMINISTRATIVE REPORT

J COUNTY ATTORNEY'S REPORT

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

N ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 21-0790, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

City of Fairhope - Annexation Notification

STAFF RECOMMENDATION

Authorize placement of the City of Fairhope Annexation Ordinance No. 1707, an Ordinance Amending Ordinance No. 1253 known as the Zoning Ordinance, annexing property into the corporate limits of the City of Fairhope, Alabama, into the minutes of the May 4, 2021, Baldwin County Commission meeting with proper notification to the following departments/organizations:

Baldwin County Commission Departments

Baldwin County Commission
Building Inspection Department
Communications/Information Systems Department
Environmental Management/Solid Waste Department
Highway Department
Planning and Zoning Department

Elected Officials

Baldwin County Revenue Commission
Baldwin County Sheriff's Office

Other Agencies

Board of Registrars Office
Emergency 911
South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Fairhope has submitted a copy of Ordinance No. 1707, an ordinance for annexation of certain properties into the corporate limits of the City of Fairhope, Alabama, to be made

part of the record of the Baldwin County Commission regular meeting on May 4, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Administration - Mail correspondence to:

The Honorable Sherry Sullivan, Mayor
City of Fairhope
Attention: Lisa Hanks, City Clerk
Post Office Drawer 429
Fairhope, Alabama 36533

Memo to various departments/organizations

Additional instructions/notes: N/A

From: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>

Sent: Friday, April 16, 2021 2:58 PM

To: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>

Subject: Ordinance No. 1707 - Annexation of Mark William Mathias and Sherry Dawn Mathias property

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Attached please find Ordinance No. 1707 - Annexation of Mark William Mathias and Sherry Dawn Mathias property (103 Alsway Court) adopted by the City Council on April 12, 2021.

Please let me know if you need anything else.

Thank you,

Lisa A. Hanks, MMC
City Clerk
City of Fairhope
P. O. Drawer 429
Fairhope, AL 36533
251-928-2136
251-990-0107 (Fax)

ORDINANCE NO. 1707

WHEREAS, **MARK WILLIAM MATHIAS AND SHERRY DAWN MATHIAS**, the owners of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is located at 103 Alsway Court, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCEL 43-09-43-0-000-015.001

Lot 2, The Pleiades Subdivision, as recorded on Slide 1338-A in the Office of the Judge of Probate, Baldwin County, Alabama.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Building setback lines, drainage and utility easements, terms, conditions and restrictions as set out on recorded plat of said subdivision.
2. Restrictive covenants, conditions, restrictions rules, liens, changes, and easements of The Pleiades as recorded in Miscellaneous Book 71, page 1231.
3. The By-laws, rules, and regulations of The Pleiades Property Owner's Association, Inc.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

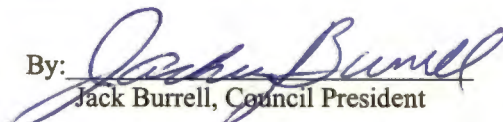
This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

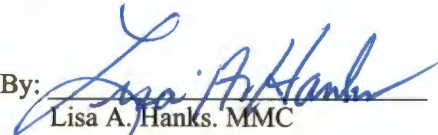
Adopted and approved this 12th day of April, 2021.

By:


Jack Burrell, Council President

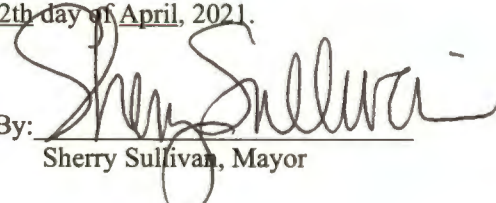
Attest:

By:


Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 12th day of April, 2021.

By:


Sherry Sullivan, Mayor



CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

☒ This petition is for R-1 Zoning

☐ The condition of the Petition is that zoning be established as _____
Concurrent with Annexation. (Zoning Request)

Is this property colony property _____ Yes ☒ No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Mark Mathias
Signature of Petitioner

MARK W. MATHIAS
Print petitioner's name

Sherry Dawn Mathias
Signature of Petitioner

SHERRY D. MATHIAS
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 103 ALSWAY CT., FAIRHOPE, AL 36532

Petitioner's Current Physical Address:
103 ALSWAY CT., FAIRHOPE AL

Petitioner's Current Mailing Address:
103 ALSWAY CT., FAIRHOPE AL

Telephone Number(s): 251-928-9665
Home

MARK CELL: 251-622-2780
Work

County Tax Parcel Number: 43-09-43-0-000-015.001

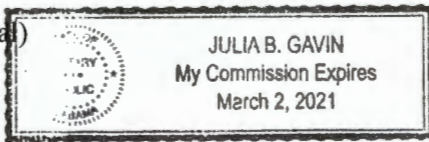
U.S JUSTICE DEPARTMENT INFORMATION

- ☐ Size of property (acres or square feet) 0.5 ACRES
- ☐ If property is occupied, give number of housing units 1
- ☐ Number of Persons residing in each unit, and their race 2 CAUCASIAN
- ☐ If property is unoccupied, give proposed use _____
- ☐ If property is being developed as a subdivision, give subdivision name _____
- _____
- ☐ Number of lots within proposed subdivision _____

I, Julia B. Gavin a Notary Public in and for said State and County, hereby certify that Mark W. Mathias whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 1 day of March, 2021,

(Seal)



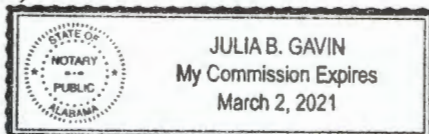
Notary Public

My commission expires 3/2/2021

I, Julia B. Gavin a Notary Public in and for said State and County, hereby certify that Sherry D. Mathias whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 1 day of March, 2021,

(Seal)



Notary Public

My commission expires 3/2/2021

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

My commission expires _____

Proposed Annexation into the City of Fairhope

NORTH



The proposed parcel with a PPIN Number of 110539 is at the address of:
103 Alsway Street.

103 Alsway Street is contiguous to zoned property by the surrounding zoned R-1 parcels into the City of Fairhope. Site is in blue outline.

03/08/2021



Baldwin County Commission

Agenda Action Form

File #: 21-0789, **Version:** 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

City of Spanish Fort - Annexation Notification

STAFF RECOMMENDATION

Authorize the placement of the City of Spanish Fort's Annexation Ordinances No. 567-2020, No. 574-2021, and No. 575-2021, annexing property into the corporate limits of the City of Spanish Fort, Alabama, into the minutes of the May 4, 2021, Baldwin County Commission meeting with proper notifications to the following departments/organizations:

Baldwin County Commission Departments

Baldwin County Commission
Building Inspection Department
Communications/Information Systems Department
Environmental Management/Solid Waste Department
Highway Department
Planning and Zoning Department

Elected Officials

Baldwin County Revenue Commission
Baldwin County Sheriff's Office

Other Agencies

Board of Registrars Office
Emergency 911
South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The City of Spanish Fort has submitted a copy of Annexation Ordinances No. 567-2020, No. 574-2021, and No. 575-2021, for the annexation of certain properties into the

corporate limits of the City of Spanish Fort, Alabama to be made part of the record of the Baldwin County Commission on May 4, 2021.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):

The Honorable Mike McMillian, Mayor
City of Spanish Fort
Attn: Rebecca Gaines, City Clerk
7361 Spanish Fort, Blvd.
Spanish Fort, Alabama 36527

Email memo to various departments/organizations

Additional instructions/notes: N/A



CITY OF SPANISH FORT

7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527
(251) 626-4884
(251) 626-4880 Fax

Michael M. McMillan
Mayor
Rebecca A. Gaines
City Clerk

City Council

Robert Curtis Smith
Carl L. Gustafson, Jr.
Shane M. Perry
Clewis W. Smith, Jr.
Mary W. Brabner

April 16, 2021

Mr. Wayne Dyess
Baldwin County Administrator
322 Courthouse Square
Bay Minette, AL 36507

Dear Wayne,

Enclosed are copies of Ordinances reflecting recent annexations of properties by the City Council of the City of Spanish Fort. Specifically, the following parcels have been annexed into the City of Spanish Fort:

Parcel 1:

Lot 37, Whisper Woods, Phase IA, owned by Sandra Caruso
Annexed by Ordinance No. 567-2020, a copy of which is attached.

Parcel 2:

Lot 3, Whisper Woods, Phase IA, owned by Wanda Sue Jimerson
Annexed by Ordinance No. 574-2021, a copy of which is attached.

Parcel 3:

Lot 1, Blakely Forest, Unit 6
Annexed by Ordinance No. 575-2021, a copy of which is attached.

Please note these annexations for your records and thank you for your attention to this matter. If you have any questions or comments, please do not hesitate to contact me.

Yours very truly,

Rebecca A. Gaines
City Clerk/Treasurer

Enclosures

"A City of Spirit"

The City Council of the City of Spanish Fort, Alabama, met Monday, November 2, 2020, at 6:18 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded in accordance with the written agenda.

The minutes of the Meeting and Work Session on October 19, 2020, and Special Meeting on October 28, 2020, were distributed to each member, and Mayor McMillan called for any corrections. Mayor McMillan announced that the minutes stand approved as written.

There were no reports of Committees or Officers.

Mayor McMillan opened the meeting to the public for comments.

Mayor McMillan made the following announcements:

The General Election is Tuesday, November 3, 2020. The Community Center will be open for VOTING ONLY on November 3, 2020. All City services will be suspended that day and the following day, November 4, 2020, for deep cleaning, and the Library will be closed to the public both days.

The Community Center will be closed Wednesday, November 11, 2020, for Veteran's Day.

Mayor McMillan presented Ordinance No. 571-2020 appointing Rebecca A. Gaines as City Clerk and Treasurer of the City of Spanish Fort. City Attorney David Conner explained the proposed ordinance.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Brabner to suspend the rules for immediate consideration of Ordinance No. 571-2020. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. The motion carried.

A motion was made by Councilmember J. R. Smith and seconded by Councilmember Curt Smith to adopt Ordinance No. 571-2020. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

The Honorable Derek Rose then issued the oath of office to Rebecca Gaines, new City Clerk/Treasurer.

Mayor McMillan presented Ordinance No. 566-2020, granting a non-exclusive construction right-of-way use and franchise agreement to Telepak Networks, Inc., and its affiliates d/b/a C Spire, for the purpose of providing telecommunications and video services within the City of Spanish Fort, Alabama. Mr. David Conner, City Attorney, explained the proposed Ordinance and explained that negotiations as to the exact language of the agreement are still ongoing. Discussion followed.

Mayor McMillan presented Ordinance No. 567-2020, annexing certain property into the corporate limits of the City of Spanish Fort, Alabama. Mr. Conner explained the proposed Ordinance.

A motion was made by Councilmember Brabner and seconded by Councilmember Curt Smith to adopt Ordinance No. 567-2020. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Mayor McMillan introduced Ordinance No. 568-2020, amending Ordinance No. 51-96 of the City of Spanish Fort changing the zoning classification of a vacant lot on U. S. Highway 31 across from Water Tower Road, Spanish Fort, Alabama, from B-1 to -B2. Mr. Conner explained the proposed Ordinance. Discussion followed. Mayor McMillan announced that a public hearing will be held on Monday, November 16, 2020, to hear any comments in opposition to or in favor of the proposed Ordinance. Discussion followed.

Mayor McMillan presented Resolution No. 1109-2020, approving the Land Use at 10000 and 21500 Town Center Avenue, Spanish Fort, Alabama. Mr. Conner explained the proposed Resolution.

Discussion followed. Councilmember Curt Smith opened the Public Hearing. There were no comments. Councilmember Curt Smith closed the Public Hearing. Discussion followed.

Mayor McMillan presented Resolution No. 1112-2020, authorizing the awarding the Bid for Debris Monitoring, Disaster Management and Recovery Services to Thompson Consulting Services, Inc. Mr. Conner explained the proposed Resolution.

A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to suspend the rules for immediate consideration of Resolution 1112-2020. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. A motion was made by Councilmember J.R. Smith and seconded by Councilmember Curt Smith to adopt Resolution No. 1112-2020. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Mayor McMillan introduced Resolution No. 1113-2020 Authorizing the Mayor to Execute an Agreement for Engineering Services for the 2020 Resurfacing of Various Streets in the City of Spanish Fort, Alabama, between the City and Goodwyn, Mills and Cawood, Inc. Mr. Conner explained the proposed Resolution. Discussion followed.

Mayor McMillan presented a Request for a 050 - Retail Beer (Off Premise Only) and a 070 – Retail Table Wine Alcohol License requested by Vrundavan, LLC doing business as Merri Mart, 6400 US Highway 90, Spanish Fort, Alabama.

A motion was made by Curt Smith and seconded by J.R. Smith to approve the license request. Mayor McMillan called for the polling of votes. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared that the motion carried.

There being no further business before the Council, Councilmember J. R. Smith made a motion to adjourn. The meeting adjourned at 6:48 p.m.

Approved this 16th day of November, 2020.



Rebecca A. Gaines
City Clerk

Spanish Fort City Council
Minutes, Regular Meeting, February 15, 2021

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, February 15, 2021 at 6:03 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, J. R. Smith, Mary Brabner and Mayor McMillan. None were absent. A quorum being present, the meeting proceeded in accordance with the written agenda.

INVOCATION AND PLEDGE

The invocation and pledge were led by Councilmember Curt Smith.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session on February 1, 2021 were distributed to each member, and Mayor McMillan called for any corrections. Mayor McMillan announced that the minutes stand approved as written.

REPORTS OF COMMITTEES AND OFFICERS

Chester Patterson presented a recommendation from the Planning Commission to approve a Master Plan/PUD for Brentwood Subdivision, to be made up of 315 lots constructed over 7 phases. A public hearing was held on Monday, February 8, 2021. The Spanish Fort Planning Commission voted in favor of the development and forwarded a positive recommendation to the City Council that this request be approved.

PUBLIC PARTICIPATION

Mayor McMillan opened the meeting to the public for comments. There being no comments, Mayor McMillan closed the meeting to public comments.

ANNOUNCEMENTS

Mayor McMillan made the following announcements:

There is a petition circulating throughout the City opposing the closing of the Spanish Fort Post Office. This petition can be found on the City's website, www.CityofSpanishFort.com, or a copy can be picked up at the Community Center. We encourage the citizens of Spanish Fort and the surrounding community to sign the petition and join the City Council in opposition to the closing of the post office.

The City of Spanish Fort's Citizen Engagement Portal is located under the Public Works section of the City's website. Citizens may use this portal to apply for permits as well as to report concerns or issues within the City. City staff diligently responds to the concerns and issues raised.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

Presentation by Chief John Barber of Police Department Awards

Police Chief John Barber and Mayor McMillan presented an award to Sergeant Steve McGough for Excellent Police Duty in acknowledgment of Sergeant McGough's contributions to the Department and presented the Officer of the Year Award to Sergeant George Godwin in acknowledgment of his contributions to the Department.

Ordinance No. 574-2021

Mayor McMillan presented Ordinance No. 574-2021 annexing certain property into the corporate limits of the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed. A motion was made by Councilmember J. R. Smith and seconded by Councilmember Curt Smith to adopt Ordinance 574-2021. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 575-2021

Mayor McMillan presented Ordinance No. 575-2021 annexing certain property into the corporate limits of the City of Spanish Fort. David Conner explained the proposed Ordinance. Discussion followed. A motion was made by Councilmember J. R. Smith and seconded by Councilmember Brabner to adopt Ordinance 575-2021. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Ordinance adopted.

Resolution No. 1126-2021

Mayor McMillan presented Resolution No. 1126-2021, extending the emergency paid sick leave and emergency family leave provided by the Family First Coronavirus Response Act through March 31, 2021, for employees facing quarantine and/or receiving a positive COVID-19 test. David Conner explained the proposed Resolution. Discussion followed. A motion was made by Councilmember Curt Smith and seconded by Councilmember Gustafson to approve Resolution No. 1126-2021. Voting "aye" were Councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

Resolution 1127-2021

Mayor McMillan presented Resolution No. 1127-2021, adopting the general operations budget for the City for the fiscal year 2020-2021 and noted a public hearing would be held to receive comments on the Resolution. David Conner explained the proposed Resolution. Discussion followed. Mayor McMillan opened the Public Hearing. There were no comments. Mayor McMillan closed the Public Hearing. Discussion followed. A motion was made by Councilmember J.R. Smith and seconded by Councilmember Brabner to approve Resolution No. 1127-2021. Voting "aye" were councilmembers Curt Smith, Gustafson, Perry, J. R. Smith, Brabner and Mayor McMillan. Voting "nay" were none. Mayor McMillan declared the Resolution adopted.

Resolution 1128-2021

Mayor McMillan presented Resolution No. 1128-2021 authorizing the Mayor to enter into an Intergovernmental Services Agreement with the Baldwin County Commission for the performance of striping services on the portion of County Road 39 that lies inside the Spanish Fort City Limits. David Conner explained the proposed Resolution and informed the Council that he had a conflict of interest on this item. Discussion followed.

Resolution 1129-2021

Mayor McMillan presented Resolution No. 1129-2021 approving of an act to be enacted by the Legislature annexing certain territory into the corporate limits of the City of Spanish Fort, Alabama. David Conner explained the proposed Resolution. Discussion followed. Upon unanimous agreement by the Mayor and all Councilmembers, the resolution was removed from the agenda.

Resolution 1130-2021

Mayor McMillan presented Resolution No. 1130-2021 authorizing the Mayor to enter into a contract for services with Dewberry Engineers, Inc. David Conner explained the proposed Resolution. Discussion followed.

There being no further business before the Council, Councilmember Curt Smith made a motion to adjourn. The meeting adjourned at 6:30 p.m.

Approved this 1st day of March, 2021.



Rebecca A. Gaines
City Clerk

ORDINANCE NO. 567-2020

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 15th day of October, 2020, Sandra V. Caruso, the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this 2nd day of November, 2020.

A handwritten signature in blue ink, appearing to read "Michael M. McMillan", written over a horizontal line.

Michael M. McMillan
Mayor

ATTEST:

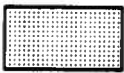
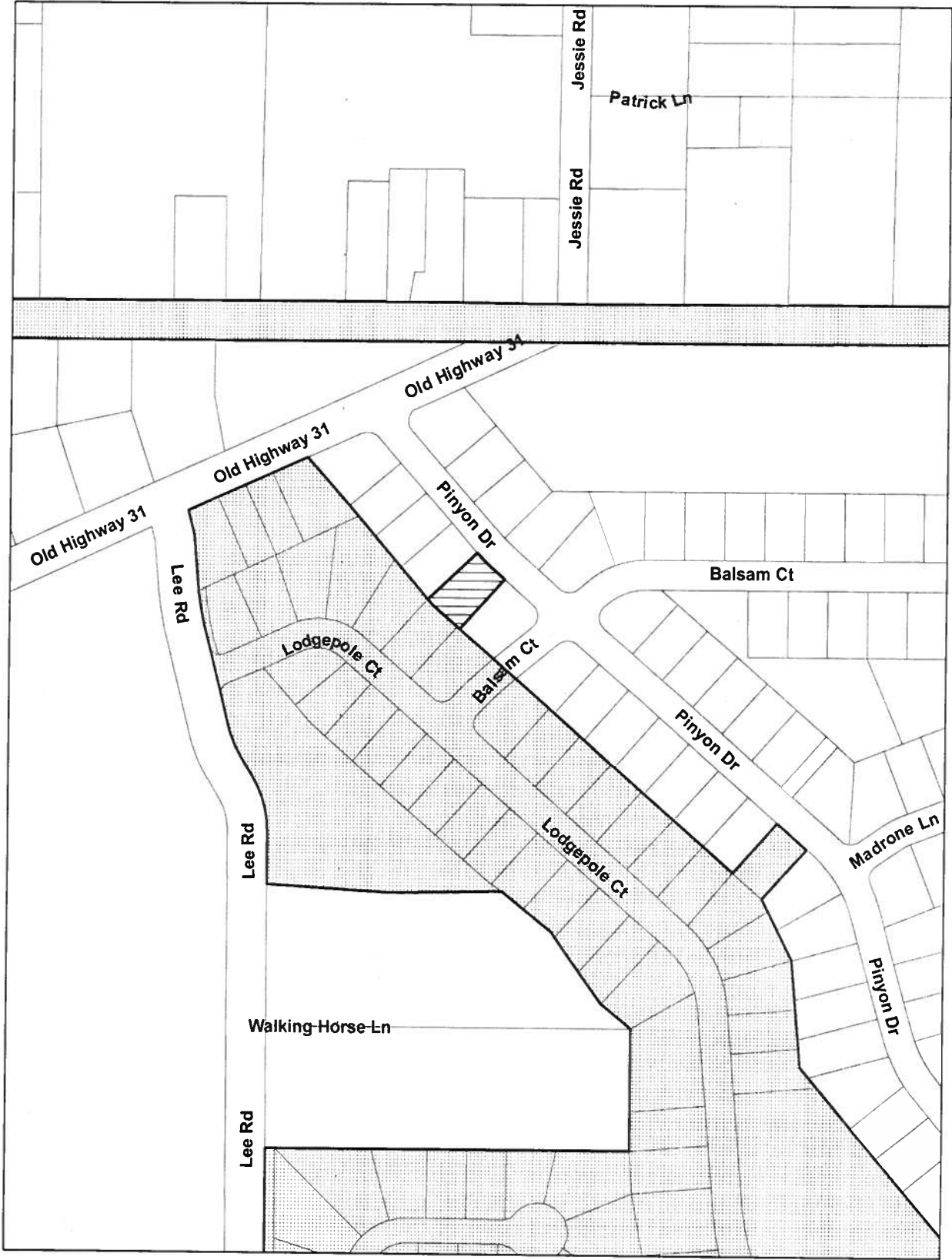
A handwritten signature in blue ink, appearing to read "Rebecca A. Gaines", written over a horizontal line.

Rebecca A. Gaines
City Clerk

EXHIBIT A

Lot 37, Whisper Woods, Phase 1A, according to the plat thereof recorded on Slides 1968-A and 1968-B, of the Office of the Judge of Probate of Baldwin County, Alabama.

EXHIBIT B



SPANISH FORT CORPORATE LIMITS



LOT 37, WHISPER WOODS, PHASE 1A
PROPOSED FOR ANNEXATION INTO SPANISH FORT



ORDINANCE NO. 574-2021

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 29th day of January, 2021, Wanda Sue Jimerson, the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

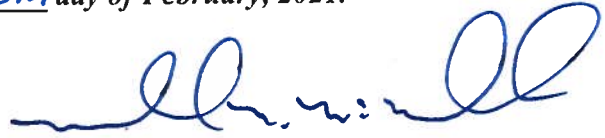
SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this 15th day of February, 2021.

A handwritten signature in blue ink, appearing to read "McMillan", written over a horizontal line.

Michael M. McMillan
Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Rebecca A. Gaines", written over a horizontal line.

Rebecca A. Gaines
City Clerk

Exhibit 1

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

I, the undersigned, Wanda Sue Jimerson (the Petitioner), the owner of the hereinafter described property, do hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that she is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.

IN WITNESS WHEREOF, the undersigned Petitioner has hereunto set her hand and seal on this the 29 day of January, 2021.



Wanda Sue Jimerson
Petitioner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Twila Roberts Pierce, a Notary Public, in and for said County in said State, hereby certify that Wanda Sue Jimerson, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 29 day of January, 2021.



Notary Public, Baldwin County, Alabama
My Commission Expires: 02/28/2024

Exhibit A

Lot 3, Whisper Woods, Phase 1A, according to the plat thereof recorded on Slide No. 1968-A and 1968-B in the records of the Office of the Judge of Probate of Baldwin County, Alabama.

EXHIBIT B

Jessie Rd

U S Hwy 31

Old Highway 31

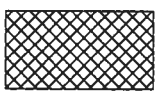
Pinyon Dr

Balsam Ct

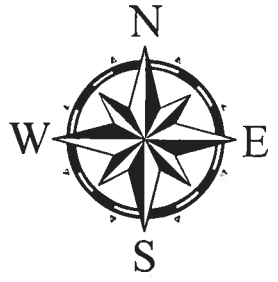
Lodgepole Ct



SPANISH FORT CORPORATE LIMITS



LOT 3, WHISPER WOODS, PHASE 1A
PROPOSED FOR ANNEXATION INTO SPANISH FORT



ORDINANCE NO. 575-2021

AN ORDINANCE ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA

WHEREAS, on the 28th day of January, 2021, Debra K. Pennington, the owner of the parcel of real property hereinafter described, filed with the City Clerk of the City of Spanish Fort a petition requesting that said property be annexed into the corporate limits of the City of Spanish Fort; and

WHEREAS, said petition contained a description of the subject property, the signature of the owner of the subject property and a map of the subject property showing its relationship to the corporate limits of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said property is contiguous to the corporate limits of the City of Spanish Fort and does not lie within the corporate limits of any other municipality; and

WHEREAS, the City Council of the City of Spanish Fort has determined that it is in the best interest of the City that the property described in Section 1 hereof be annexed into the corporate limits of the City of Spanish Fort, and that all of the requirements of Ala. Code §11-42-20 through §11-42-24 (1975), as amended, have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Consent to Annexation.

The City Council of the City of Spanish Fort, Alabama, hereby assents to the annexation of the property described below into the corporate limits of the City of Spanish Fort. The boundary lines and corporate limits of the City of Spanish Fort are hereby altered, extended and rearranged so as to embrace and include the additional property as described in Exhibit A and as depicted in Exhibit B of the petition filed by the owner of the property which is attached hereto as Exhibit 1 and incorporated by reference as though set forth fully herein.

SECTION 2. Filing in Probate Court.

The City Clerk of the City of Spanish Fort is hereby directed to file a copy of this Ordinance, which includes a description of the subject property, in the Office of the Judge of Probate of Baldwin County, Alabama, as required by Ala. Code §11-42-21 (1975), as amended.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this 15th day of February, 2021.



Michael M. McMillan
Mayor

ATTEST:



Rebecca A. Gaines
City Clerk

Exhibit 1

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY INTO
THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT, ALABAMA**

TO THE CITY OF SPANISH FORT, ALABAMA:

I, the undersigned, Debra K. Pennington (the Petitioner), the owner of the hereinafter described property, do hereby file with the City Clerk of the City of Spanish Fort, Alabama, this written petition asking and requesting that the property hereinafter described be annexed into the City of Spanish Fort in accordance with Ala. Code §11-42-20 through §11-42-24 (1975), as amended. As grounds for said petition, the undersigned Petitioner submits and shows the following:

1. The property made the subject of this petition and request for annexation to the City of Spanish Fort is described in Exhibit A which is attached hereto and incorporated by reference as though set forth fully herein.

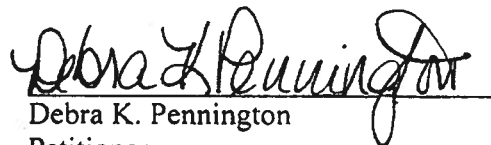
2. A map of the property described in Exhibit A showing its relationship to the corporate limits of the City of Spanish Fort is attached hereto as Exhibit B and incorporated by reference as though set forth fully herein.

3. The undersigned Petitioner hereby certifies that she is the sole owner of the property made the subject of this petition and request for annexation.

4. The undersigned Petitioner hereby represents and certifies that the property described in Exhibit A is contiguous to the corporate limits of the City of Spanish Fort, and said property does not lie within the corporate limits of any other municipality. In addition, the undersigned Petitioner represents and certifies that all of the property described in Exhibit A does not lie within the police jurisdiction of any other municipality, and in the event any portion of said property does lie within the police jurisdiction of another municipality, the Petitioner hereby represents and certifies that all of the subject property is located closer to the corporate limits of the City of Spanish Fort than to any other municipality and satisfies the requirements for annexation as set forth in Ala. Code §11-42-21 (1975), as amended.

The Petitioner does hereby request that the City Council of the City of Spanish Fort adopt an ordinance assenting to the annexation of the above-described property into the corporate limits of the City of Spanish Fort.


IN WITNESS WHEREOF, the undersigned Petitioner has hereunto set her hand and seal on this the 28 day of January, 2021.


Debra K. Pennington
Petitioner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Twila Roberts Pierce, a Notary Public, in and for said County in said State, hereby certify that Debra K. Pennington, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 28 day of January, 2021.



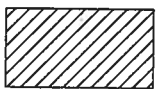
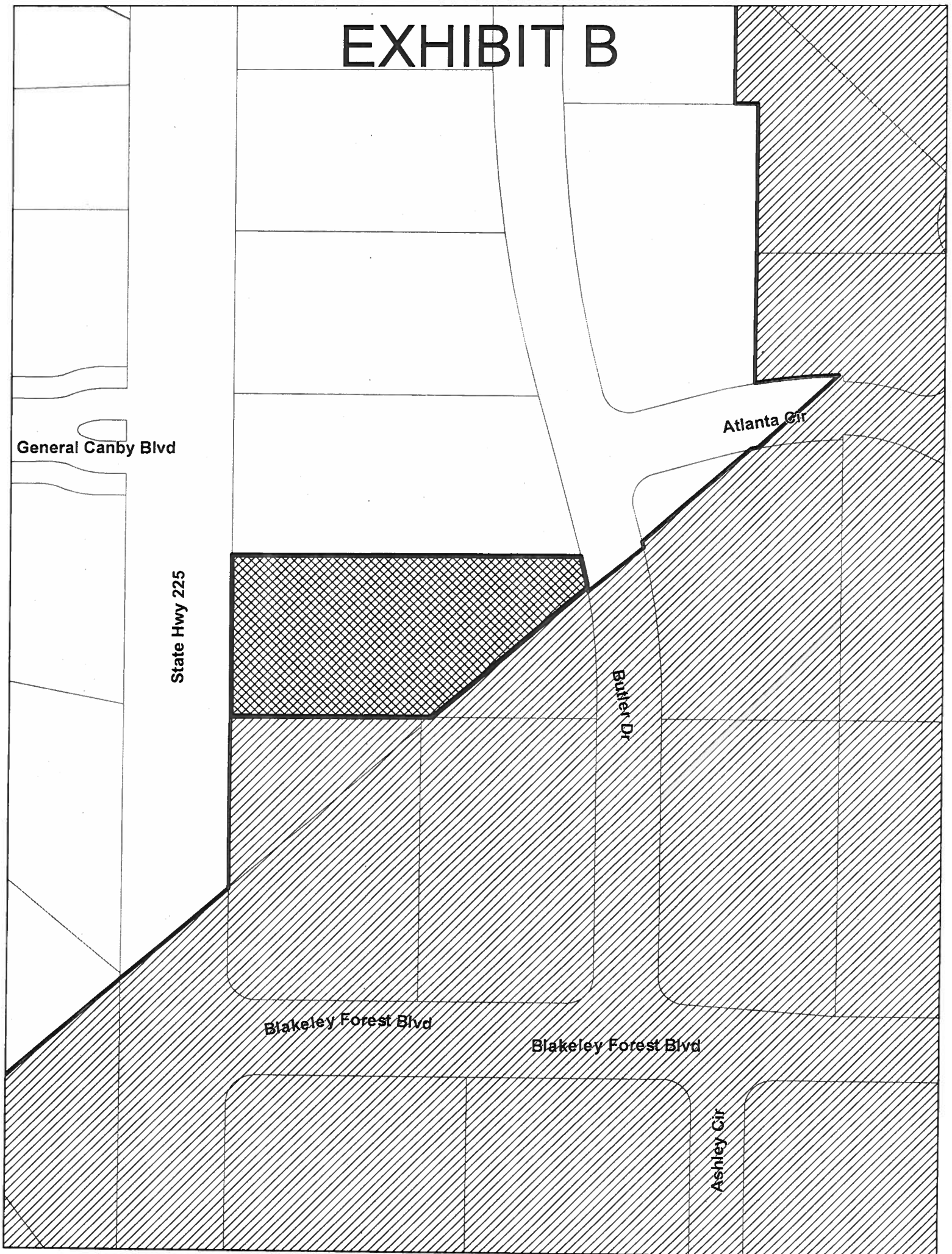
Notary Public, Baldwin County, Alabama
My Commission Expires: 02/28/2024

Exhibit A

Lot 1, Blakeley Forest, Unit 6, according to the plat thereof recorded on November 12, 1999 in Slide No. 1948-A in the records of the Office of the Judge of Probate of Baldwin County, Alabama.

Note: A portion of the above-described property was previously annexed into the corporate limits of the City of Spanish Fort. The purpose of this annexation is to annex the entire property into the corporate limits.

EXHIBIT B



SPANISH FORT CORPORATE LIMITS



**LOT 1, BLAKELY FOREST, UNIT 6
PROPOSED FOR ANNEXATION INTO SPANISH FORT**





Baldwin County Commission

Agenda Action Form

File #: 21-0819, **Version:** 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Carjetta Crook, Administrative Support Specialist, IV

ITEM TITLE

Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill (Gottler Estate) - Making Final Recorded Documents Part of the Record

STAFF RECOMMENDATION

Make the Warranty Deed (Instrument No. 1900073) and all associated documents for the purchase of Property Adjacent to 17917 CC Road, Elberta, Alabama, Eastfork Landfill (Gottler Estate), a part of the record.

BACKGROUND INFORMATION

Previous Commission action/date: March 17, 2020; September 15, 2020

Background:

PREVIOUS ACTION TAKEN:

March 17, 2020, BCC Regular Meeting - 1) Adopted Resolution #2020-077, which:

- a) Approved the Contract for Purchase and Sale between the Estate of Joseph James Gottler, Jr. and the Baldwin County Commission; and
 - b) Authorized the Chairman to execute the Contract for Purchase and Sale on behalf of the Baldwin County Commission and to take such other action on behalf of the County in connection with the property, including, but not limited to, the execution of additional documents, to purchase the property, and to do all those things necessary and required by the Contract for Purchase and Sale.
- 2) Approved and authorized the Chairman to execute the Contract of Purchase and Sale for the property (approximately 5.09 acres) adjacent to 17917 CC Road, Elberta, in Baldwin County, Alabama, Parcel: 49-07-36-0-000-002.000, PPIN No.: 065261, for the purchase price of \$35,000.00; and
- 3) Authorized the Clerk/Treasurer to issue an interim check payable to Professional Land Title, Inc., in the amount of \$500.00 for an earnest money deposit.

September 15, 2020, BCC Regular Meeting - Approved the Addendum to the Purchase Agreement for the Purchase and Sale of approximately 5.09 acres adjacent to 17917 CC Road, Elberta, AL 36530. This Addendum is in reference to the Purchase Agreement by and between Baldwin County,

Alabama, Buyer, and James L. Horak, Sr., as Personal Representative of the Estate of James Joseph Gottler, Jr., Seller, which was originally approved by the Commission on March 17, 2020.

The purchase of property adjacent to Baldwin County Commission owned property known as Eastfork Landfill located at 17917 CC Road, Elberta, Alabama, from the Estate of Joseph James Gottler, Jr. c/o James Horak, was approved by the Commission on March 17, 2020.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff:

- 1) Make Warranty Deed part of the record.
- 2) Add to file (for Deed Book).

Additional instructions/notes: N/A

Instrument prepared by:	Title commitment provided by:
Andrew R. McKinney	Professional Land Title, Inc.
McKinney & Associates, P.C.	3479-A Gulf Shores Pkwy
Post Office Box 2999	Gulf Shores, AL 36542
Gulf Shores, AL 36547	(251) 968-2700
(251) 967-2166	

REAL ESTATE SALES VALIDATION

The following information is provided pursuant to Code of Alabama §40-22-1 (1975) and is verified by the signature of the Grantor below.

Grantor: JAMES L. HORAK, SR., as Personal Representative
Mailing Address: 16630 Co. Rd 95 N, Elberta AL 36530
Grantee: BALDWIN COUNTY COMMISSION
Mailing Address: 312 Courthouse Square, Ste 12, Bay Minette, AL 36507
Property Address: 17917 CC ROAD, ELBERTA, AL 36530
Date of Sale: March 5, 2021
Value (§40-22-1): \$ 45,000.00

The purchase price or actual value can be verified in the following documentary evidence:

____ Appraisal ☒ Sales Contract ____ Closing Statement ____ County Tax Valuation
____ Other _____

STATE OF ALABAMA }

COUNTY OF BALDWIN }

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that JAMES L. HORAK, SR., as **Personal Representative of the ESTATE OF JOSEPH JAMES GOTTLER, JR., Probate Court Case No. 32609, Baldwin County, Alabama**, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to said Grantor by **BALDWIN COUNTY COMMISSION**, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, the said Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, in fee simple, subject to the provisions contained in this Warranty Deed, all that real property situated in Baldwin County, Alabama, described as follows, to-wit:

N 1/2 of NW 1/4 of NW 1/4 of NE 1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

Conveyance of the above described property and all covenants and warranties of the Grantor contained herein, whether express, implied or statutory, are made subject to the following:

1. Taxes for the current year, and subsequent years, which are not yet due and payable.
2. Prior reservations to all oil, gas and mineral rights, and all rights in connection therewith.
3. There being no dedicated means of ingress and egress to the property described above.
4. The undivided three-fourths (3/4) interest in the oil, gas and other minerals is hereby reserved by the grantor in deed recorded in Deed Book 196, page 18.

The recording references herein are to the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated. Any reference above to restrictive covenants omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. § 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

TOGETHER WITH ALL AND SINGULAR the rights, tenements, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, and to the successors and assigns of said Grantee, in fee simple, FOREVER.

And, except as to the above and taxes hereafter falling due, which are assumed by the Grantee, the Grantor, for the Grantor, and for the successors and assigns of the Grantor, COVENANT AND WARRANT to and with the said Grantee, and the successors and assigns of said Grantee, that the Grantor is seized of an indefeasible estate in fee simple in and to said real property, and has a good and lawful right to sell and convey the said real property; that the Grantor is in quiet and peaceable possession of said real property; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and the Grantor does WARRANT AND WILL FOREVER DEFEND the title to said real property, and the possession of said real property, unto the said Grantee, and the successors and assigns of said Grantee, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 4th day of March, 2021.

**ESTATE OF JOSEPH JAMES GOTTLER, JR.,
Probate Court Case No. 32609, Baldwin County,
Alabama**

James L. Horak Sr.

**By: JAMES L. HORAK, SR.
Its: Personal Representative**

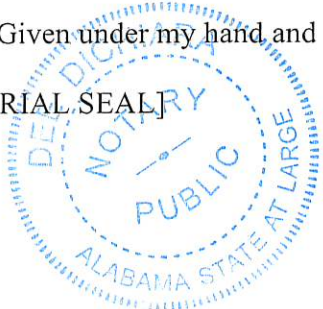
STATE OF ALABAMA }

COUNTY OF BALDWIN }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JAMES L. HORAK, SR.**, whose name as Personal Representative of the **ESTATE OF JOSEPH JAMES GOTTLER, JR., Probate Court Case No. 32609, Baldwin County, Alabama**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, in his capacity as said Personal Representative, executed the same voluntarily and on behalf of said Estate, on the day the same bears date.

Given under my hand and official seal this 4th day of March, 2021.

[NOTARIAL SEAL]



Dee DuChene

Notary Public

My Commission expires: 6/19/2021

THE SCRIVENER OF THIS INSTRUMENT REPRESENTS NEITHER GRANTOR(S) NOR GRANTEE(S) CONTAINED HEREIN AND RECOMMENDS EACH PARTY RETAIN INDEPENDENT LEGAL COUNSEL TO REVIEW SAID DOCUMENT.



A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.				
		6. FILE NUMBER: 20-18142			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>						
1.0 3/98 (20-18142, PFD 20-18142/29)						
D. NAME AND ADDRESS OF BUYER: BALDWIN COUNTY COMMISSION 312 COURTHOUSE SQUARE, SUITE 12 BAY MINETTE, AL 36507		E. NAME AND ADDRESS OF SELLER: ESTATE OF JOSEPH JAMES GOTTLER JR. 16630 CO RD 95 N ELBERTA, AL 36530		F. NAME AND ADDRESS OF LENDER:		
G. PROPERTY LOCATION: 17917 CC ROAD ELBERTA, AL 36530 Baldwin County, Alabama METES AND BOUNDS APPROX 5 ACRES		H. SETTLEMENT AGENT: Professional Land Title, Inc. PLACE OF SETTLEMENT 3479-A Gulf Shores Pkwy. Gulf Shores, AL 36542			I. SETTLEMENT DATE: March 5, 2021	
J. SUMMARY OF BUYER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BUYER:				400. GROSS AMOUNT DUE TO SELLER:		
101. Contract Sales Price		45,000.00		401. Contract Sales Price		45,000.00
102. Personal Property				402. Personal Property		
103. Settlement Charges to Buyer (Line 1400)				403.		
104.				404.		
105.				405.		
<i>Adjustments For Items Paid By Seller in advance</i>				<i>Adjustments For Items Paid By Seller in advance</i>		
106. City/Town Taxes to				406. City/Town Taxes to		
107. County Taxes to				407. County Taxes to		
108. Assessments to				408. Assessments to		
109.				409.		
110.				410.		
111.				411.		
112.				412.		
120. GROSS AMOUNT DUE FROM BUYER		45,000.00		420. GROSS AMOUNT DUE TO SELLER		45,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
201. Depositor earnest money		500.00		501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)				502. Settlement Charges to Seller (Line 1400)		6,257.70
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to		
204.				504. Payoff First Mortgage		
205.				505. Payoff Second Mortgage		
206.				506.		
207.				507.		
208.				508.		
209.				509.		
<i>Adjustments For Items Unpaid By Seller</i>				<i>Adjustments For Items Unpaid By Seller</i>		
210. City/Town Taxes to				510. City/Town Taxes to		
211. County Taxes 10/01/20 to 03/05/21		3.09		511. County Taxes 10/01/20 to 03/05/21		3.09
212. Assessments to				512. Assessments to		
213.				513.		
214.				514.		
215.				515.		
216.				516.		
217.				517.		
218.				518.		
219.				519.		
220. TOTAL PAID BY/FOR BUYER		503.09		520. TOTAL REDUCTION AMOUNT DUE SELLER		6,260.79
300. CASH AT SETTLEMENT FROM/TO BUYER:				600. CASH AT SETTLEMENT TO/FROM SELLER:		
301. Gross Amount Due From Buyer (Line 120)		45,000.00		601. Gross Amount Due To Seller (Line 420)		45,000.00
302. Less Amount Paid By/For Buyer (Line 220)		(503.09)		602. Less Reductions Due Seller (Line 520)		(6,260.79)
303. CASH (X FROM) (TO) BUYER		44,496.91		603. CASH (X TO) (FROM) SELLER		38,739.21

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$	@	%	PAID FROM BUYERS FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:						
701. \$	to					
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	% to					
802. Loan Discount	% to					
803. Appraisal Fee	to	Leland Baggett				1,115.00
804. Credit Report	to					
805. Lender's Inspection Fee	to					
806. Mortgage Ins.App. Fee	to					
807. Assumption Fee	to					
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@ \$	/day	(days	%)	
902. MIP Totl ns. for Life Of Loan	for	months to				
903. Hazard Insurance Premium for	years to					
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	months @ \$		per month			
1002. Mortgage Insurance	months @ \$		per month			
1003. City/Town Taxes	months @ \$		per month			
1004. County Taxes	months @ \$		per month			
1005. Assessments	months @ \$		per month			
1006.	months @ \$		per month			
1007.	months @ \$		per month			
1008.	months @ \$		per month			
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to	Professional Land Title, Inc.				350.00
1102. Abstractor Title Search	to					
1103. Title Examination	to	Professional Land Title, Inc.				250.00
1104. Title Insurance Binder	to					
1105. Document Preparation	to	McKinney & Associates, PC				150.00
1106. Notary Fees	to					
1107. GAL Fee	to	Andrew Harrell, Jr., Esq.				3,925.00
(includes above item numbers:)						
1108. Title Insurance	to	Professional Land Title, Inc.				157.50
(includes above item numbers:)						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	45,000.00		157.50		
1111.						
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$	22.00	; Mortgage \$		Releases \$		22.00
1202. City/County Tax/ Stamps:						
1203. State Tax/ Stamps:		45.00				45.00
1204. E-Filing Fee	to	Baldwin County Judge of Probate				5.00
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303. Proceeds to Circuit Court	to	Circuit Court of Baldwin Co.				238.20
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					0.00	6,257.70

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Buyer: BALDWIN COUNTY COMMISSION
Seller: ESTATE OF JOSEPH JAMES GOTTLER JR.
Settlement Agent: Professional Land Title, Inc.
(251)968-2700
Place of Settlement: 3479-A Gulf Shores Pkwy.
Gulf Shores, AL 36542
Settlement Date: March 5, 2021
Property Location: 17917 CC ROAD
ELBERTA, AL 36530
Baldwin County, Alabama
METES AND BOUNDS
APPROX 5 ACRES

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BALDWIN COUNTY COMMISSION

BY: 

Joe Davis, III, Chairman

ESTATE OF JOSEPH JAMES GOTTLER JR.

BY: _____

James L. Horak, Sr., Personal Rep.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Professional Land Title Inc
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Buyer : BALDWIN COUNTY COMMISSION

Seller: ESTATE OF JOSEPH JAMES GOTTLER JR.

Settlement Agent: Professional Land Title, Inc.
(251)968-2700

Place of Settlement: 3479-A Gulf Shores Pkwy.
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BALDWIN COUNTY COMMISSION

BY: _____
Joe Davis, III, Chairman

ESTATE OF JOSEPH JAMES GOTTLER JR.

BY: James L. Horak, Sr.
James L. Horak, Sr., Personal Rep.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Dea D. Chisum
Professional Land Title Inc
Settlement Agent



ALABAMA DEPARTMENT OF REVENUE
INDIVIDUAL & CORPORATE TAX DIVISION
WITHHOLDING TAX SECTION
P.O. Box 327480 • Montgomery, AL 36132-7480
www.revenue.alabama.gov

Form NR-AF1

6/13

Affidavit of Seller's Residence

SELLER'S NAME (AND SPOUSE'S NAME, IF JOINTLY OWNED)

ESTATE OF JOSEPH JAMES GOTTLER, JR.

SELLER'S IDENTIFICATION NUMBER (SSN OR FEIN)*

N/A

SPOUSE'S IDENTIFICATION NUMBER (IF JOINTLY OWNED)*

STREET ADDRESS

METES AND BOUNDS

CITY

ELBERTA

STATE

AL

ZIP

36530

INSTRUCTIONS

This form is to be executed by the seller and furnished to the buyer to establish Alabama residency so that the proceeds of the sale of property are not subject to the withholding laws of this state (see Section 40-18-86, *Code of Alabama 1975*). Alabama residents include both individuals and business entities domiciled in Alabama. Business entities will be considered domiciled in Alabama if they are organized under Alabama law or they have their principal place of business in Alabama. Alabama residents are not subject to the withholding provisions of Alabama Code Section 40-18-86, and are not required to complete this form; however, a buyer may wish to have an Alabama resident complete this form as proof of residency for the buyer's records. In this case, the form should not be sent to the Alabama Department of Revenue, but should be retained by the buyer.

Sellers are not subject to withholding from the proceeds of a sale if either they are a resident of Alabama or they are deemed to be a resident of Alabama by virtue of the fact that they have filed Alabama tax returns in the preceding two years, do business or own property in Alabama, intend to file an Alabama tax return for the current year, and if they are a corporation or limited partnership, are registered to do business in Alabama.

The seller is to execute this affidavit by placing an initial in the blank preceding the statements which apply. The buyer may rely on the seller's affidavit unless the buyer knows or should know, based on the buyer's knowledge at the time of closing, that statements made on the affidavit are false. The buyer has no duty to investigate the statements made on a seller's affidavit. For a transaction where a nonresident seller is a "deemed resident," the buyer should retain a copy of the affidavit and submit the original copy to the Alabama Department of Revenue, Individual and Corporate Tax Division, Withholding Tax Section, P.O. Box 327480, Montgomery, AL 36132-7480.

***For privacy and confidentiality purposes, the SSN or FEIN of the seller and of the buyer may be omitted or deleted from copies of all documents exchanged between the parties involved. However, all documents required to be submitted to the Alabama Department of Revenue must contain the complete SSN or FEIN information on the original copy mailed to the Department.**

Seller is exempt from withholding on the sale of property because:

JJK Seller is a resident of Alabama. (If this statement applies, do not submit a copy of this form to the Alabama Department of Revenue. The buyer should retain a copy of the affidavit as a record of the transaction.)

Seller is not a resident of Alabama, but is a "deemed resident" for purposes of withholding because ALL of the following apply:

____ Seller is a nonresident who has filed Alabama tax returns or appropriate extensions have been received by the Department for the preceding two years; AND

____ Seller is an established business in Alabama and will continue substantially the same business in Alabama after the sale OR the seller has real property in Alabama at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; AND

____ Seller will report the sale on an Alabama income tax return for the current year and file by its due date with extensions; AND

____ If seller is a corporation or limited partnership, seller is registered to do business in Alabama.

Under penalties of perjury, I swear that the above information is to the best of my knowledge and belief, true, correct, and complete.

SELLER'S SIGNATURE (AND TITLE, IF APPLICABLE)

Sworn to and subscribed before me this

4th day of March, 2021

SPOUSE'S SIGNATURE (AND TITLE, IF APPLICABLE)

DATE

Notary Public

My commission expires 6/19/2021



Fidelity National Title
Insurance Company

NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: BALDWIN COUNTY COMMISSION
ESTATE OF JOSEPH JAMES GOTTLER JR.

RE: AGENT/APPROVED ATTORNEY: Professional Land Title, Inc.
AGENT FILE NUMBER: 20-18142

In accordance with Alabama law, specifically §27-3-6.1, Code of Alabama (1975), this notice of availability of closing or settlement protection is required to be made to you. You are the lender, buyer, borrower or seller of property identified as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Closing or settlement protection is available to you in accordance with the guidelines of Fidelity National Title Insurance Company and in the form approved by the Alabama Department of Insurance. The cost to you for this closing or settlement protection is charged per covered party as set out below.

Subject to the Conditions and Exclusions contained in the Closing Protection Letter (the "CPL"), closing or settlement protection indemnifies the Covered Party against loss of closing or settlement funds because of one of the following acts of the settlement agent named in the CPL:

- 1) Theft or misappropriation of settlement funds, but only to the extent that the theft relates to the status of the title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.
- 2) Failure to comply with the written closing instructions when agreed to by the settlement agent, but only to the extent that the failure to follow the instructions relates to the status of title to the interest in land proposed to be insured in a title commitment or title insurance policies issued by the title insurer issuing the CPL, or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

You are covered by closing or settlement protection only if you are named as a Covered Party on the CPL, or if you have indicated below that you request settlement or closing protection, and have paid the quoted cost.

If title insurance is not purchased by any party, this offer of closing or settlement protection is VOID, or if the commitment or title insurance policies are issued by a different underwriter than the underwriter who issued the CPL, this offer of closing or settlement protection is VOID.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice. Lender requests settlement or closing protection per its written closing instructions to settlement provider or declines as set out below.

Buyer/Borrower(s)	request _____ decline _____	settlement or closing protection charge \$25.00
Seller(s)	request _____ decline _____	settlement or closing protection charge \$50.00
Lender	requests _____ decline _____	settlement or closing protection charge \$25.00

TOTAL \$ _____

BALDWIN COUNTY COMMISSION

BY: Joe Davis, III
Joe Davis, III, Chairman

ESTATE OF JOSEPH JAMES
GOTTLER JR.

BY: _____
James L. Horak, Sr., Personal Rep.

Remit payment to: Fidelity National Title Insurance Company



NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION

TO: BALDWIN COUNTY COMMISSION
ESTATE OF JOSEPH JAMES GOTTLER JR.

RE: AGENT/APPROVED ATTORNEY: Professional Land Title, Inc.
AGENT FILE NUMBER: 20-18142

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You are covered by closing or settlement protection only if you are named as a Covered Party on the CPL, or if you have indicated below that you request settlement or closing protection, and have paid the quoted cost.

If title insurance is not purchased by any party, this offer of closing or settlement protection is VOID, or if the commitment or title insurance policies are issued by a different underwriter than the underwriter who issued the CPL, this offer of closing or settlement protection is VOID.

If you are uncertain as to whether you should obtain closing or settlement protection, you are urged to seek independent advice. Lender requests settlement or closing protection per its written closing instructions to settlement provider or declines as set out below.

Buyer/Borrower(s) request ☐ decline ☐ settlement or closing protection charge \$25.00
Seller(s) request ☐ decline ☒ settlement or closing protection charge \$50.00
Lender requests ☐ decline ☐ settlement or closing protection charge \$25.00

TOTAL \$ 0

BALDWIN COUNTY COMMISSION

ESTATE OF JOSEPH JAMES
GOTTLER JR.

BY: _____
Joe Davis, III, Chairman

BY: James L. Horak, Sr.
James L. Horak, Sr., Personal Rep.

Remit payment to: Fidelity National Title Insurance Company

EXHIBIT "A"

N 1/2 of NW 1/4 of NW 1/4 of NE 1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

PROFESSIONAL LAND TITLE, INC.
GULF SHORES, ALABAMA
TELEPHONE (251) 968-2700 - FAX (251) 968-6794

PHYSICAL ADDRESS:
3479A GULF SHORES PARKWAY
GULF SHORES, AL 36542

MAILING ADDRESS:
POST OFFICE BOX 2999
GULF SHORES, AL 36547

PRIVACY POLICY

Federal Law generally prohibits any financial institution or insurance agency directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

"Non-public personal information" generally includes any personally identifiable financial information provided by a customer or consumer to a financial institution to obtain a financial product or service. In compliance with this Act, we are providing you with this document, which notifies you of the privacy policies and practices of Professional Land Title, Inc.

We may collect nonpublic personal information about you from the following sources:

Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

- Information about your transaction we secure from our files, our affiliated companies, or others;
- Information we receive from a consumer reporting agency, and ;
- Information we receive from others involved in your transaction, such as the real estate agent or lender.
- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.

WE DO NOT DISCLOSE ANY NONPUBLIC INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. We do not sell customer information.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We authorize access to an individual's information only to those who have a legitimate need to know in order to provide our products and services, or as required by law. Employees who have no access to information about an individual are required to follow company procedures designed to keep that information secure and confidential. We maintain physical, electronic and procedural safeguards to protect information about individuals.

ALL PARTIES ATTENDING CLOSING MUST SIGN THIS PRIVACY NOTICE INCLUDING PRINTING THEIR NAME BELOW THEIR SIGNATURE AND THE REASON FOR ATTENDING CLOSING, i.e., Buyer, Seller, Agent, Loan Officer, etc.

Date: March 4, 2021

File # 20-18142

James L. Hall Jr.
By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

**PROFESSIONAL LAND TITLE, INC.
GULF SHORES, ALABAMA
TELEPHONE (251) 968-2700 - FAX (251) 968-6794**

PHYSICAL ADDRESS:
3479A GULF SHORES PARKWAY
GULF SHORES, AL 36542

MAILING ADDRESS:
POST OFFICE BOX 2999
GULF SHORES, AL 36547

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"Non-public personal information" generally includes any personally identifiable financial information provided by a customer or consumer to a financial institution to obtain a financial product or service. In compliance with this Act, we are providing you with this document, which notifies you of the privacy policies and practices of Professional Land Title, Inc.

We may collect nonpublic personal information about you from the following sources:

Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

- Information about your transaction we secure from our files, our affiliated companies, or others;
- Information we receive from a consumer reporting agency, and ;
- Information we receive from others involved in your transaction, such as the real estate agent or lender.
- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.

WE DO NOT DISCLOSE ANY NONPUBLIC INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. We do not sell customer information.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We authorize access to an individual's information only to those who have a legitimate need to know in order to provide our products and services, or as required by law. Employees who have no access to information about an individual are required to follow company procedures designed to keep that information secure and confidential. We maintain physical, electronic and procedural safeguards to protect information about individuals.

ALL PARTIES ATTENDING CLOSING MUST SIGN THIS PRIVACY NOTICE INCLUDING PRINTING THEIR NAME BELOW THEIR SIGNATURE AND THE REASON FOR ATTENDING CLOSING, i.e., Buyer, Seller, Agent, Loan Officer, etc.

Date: _____

File # 20-18142

By: _____

By:  _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a AL Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance
Company

By:

ATTEST

President

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165B

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ALTA Commitment for Title Insurance 8-1-16



(20-18142.PFD/20-18142/13)



Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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81C165B

ALTA Commitment for Title Insurance 8-1-16

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(20-18142.PFD/20-18142/13)



Fidelity National Title Insurance Company

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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ALTA Commitment for Title Insurance 8-1-16



(20-18142.PFD/20-18142/13)



Fidelity National Title Insurance Company

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance 8-1-16



(20-18142.PFD/20-18142/13)



Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: PROFESSIONAL LAND TITLE, INC.
Issuing Office: 3479-A GULF SHORES PARKWAY, GULF SHORES, AL 36542
ALTA® Universal ID: 0005406
Loan ID Number:
Commitment Number: 20-18142
Issuing Office File Number: 20-18142
Property Address: 17917 CC ROAD, ELBERTA, AL 36530

SCHEDULE A

1. Commitment Date: April 2, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6/17/06)
Proposed Insured: BALDWIN COUNTY COMMISSION
Proposed Policy Amount: \$ 35,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
ESTATE OF JOSEPH JAMES GOTTLER, JR.
5. The Land is described as follows:
N 1/2 of NW 1/4 of NW 1/4 of NE 1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Professional Land Title, Inc.

By: Clarissa S. McKinney
Clarissa S. McKinney, President

Signatory License No.: 0657086

Title Agency License No.: 0188421

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ALTA Commitment for Title Insurance 8-1-16



(20-18142.PFD/20-18142/18)



Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from James L. Horak, Sr., as Personal Representative of the ESTATE OF JOSEPH JAMES GOTTLER, JR., Probate Court Case No. 32609, Baldwin County, Alabama, to BALDWIN COUNTY COMMISSION, said deed to be recorded in the office of the Judge of Probate, Baldwin County, Alabama.
5. We should be provided a copy of the Letters of Administration for the Estate of Joseph James Gottler, Jr., Baldwin County, Alabama Probate Case No. 32609.
6. Court Order authorizing the sale of the subject property to the proposed insured by James L. Horak, Sr., as Personal Representative of the Estate of Joseph James Gottler, Jr. deceased, must be entered. Satisfactory proof must be furnished establishing that notice was given to all parties interested in the aforesaid Estate, unless such parties join in the petition for the order authorizing the sale of the subject property to the proposed insured purchaser (s) or consent in writing to the sale of the subject property to the proposed insured purchaser (s).
7. Property executed Notice of Availability of Closing Protection signed by all parties to the transaction.
8. Payment of any homeowners or condominium dues, fees and/or assessments which may be due and payable.
9. Statement from the City Clerk of the City of Elberta, Alabama, stating that there are no unpaid municipal assessments against subject property, or same will be excepted.
10. After reviewing the above described instruments, it may be necessary to make additional requirements.
11. Proper completion and attestation of the Real Estate Sales Validation Form and submission to the Judge of Probate in accordance with Code of Alabama (1975), Section 40-22-1. This requirement may otherwise be satisfied by including on the conveyance document the grantor's name and mailing address, grantee's name and mailing address, property address, date of sale, and total purchase price.
12. If this is a purchase transaction, we require execution of an Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents in compliance with the Code of Alabama (1975) Section 40-18-86. If the Seller does not meet the requirements of the Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents, a withholding tax will be required to be withheld from the proceeds of the sale and remitted to the Alabama Department of Revenue.

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ALTA Commitment for Title Insurance 8-1-16



(20-18142.PFD/20-18142/20)

SCHEDULE B

(Continued)

13. All ad valorem taxes that have become due against the property described in Schedule "A" are marked paid, said property being assessed to Joseph James Gottler C/O James Horak, for 2019 State and County taxes. (Parcel # 05-49-07-36-0-000-002.000. PPIN # 065261. Amount \$7.28) Estimate taxes for 2020 \$7.28, due 10-01-20.

THE TAX VALUATION IS IN ACCORDANCE WITH THE PRESENT ASSESSMENT ROLLS IN THE REVENUE COMMISSIONER'S OFFICE, BUT IS SUBJECT TO ANY FUTURE ADJUSTMENT MADE BY EITHER THE REVENUE COMMISSIONER'S OFFICE OR THE BOARD OF EQUALIZATION.

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ALTA Commitment for Title Insurance 8-1-16

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(20-18142.PFD/20-18142/20)

SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Rights or claims of parties in possession not recorded in the public records.
5. Easements or claims of easements not recorded in the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public record.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Taxes for the year 2020, and subsequent years, which are not yet due and payable. This policy does not insure against any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any future action of the Office of the Tax Assessor, the Office of the Tax Collector, and/or the Board of Equalization of Baldwin County, Alabama.
9. No insurance is afforded as to the exact amount of acreage contained in property described in Exhibit "A".
10. We do not find a dedicated means of ingress and egress to the property described in Schedule "A". This title policy does not insure a right of access to and from said land.
11. The undivided three-fourths (3/4) interest in the oil, gas and other minerals is hereby reserved by the grantor in deed recorded in Deed Book 196, page 18.
12. Undivided 11/1800ths interest in and to the lands described which is not owned by the grantors in Deed Book 196, page 18, and is in favor of one of the heirs of Margaret Reid, deceased.
13. Prior reservations to all oil, gas and mineral rights, and all rights in connection therewith.
14. Any claim or claims arising by reason of any future adjustment being imposed by the Revenue Commissioner's Office or the Board of Equalization.

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ALTA Commitment for Title Insurance 8-1-16

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(20-18142.PFD/20-18142/20)

SCHEDULE B

(Continued)

NOTE: Any reference above to restrictive covenants omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C § 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

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(20-18142.PFD/20-18142/20)

**PROFESSIONAL LAND TITLE, INC.
3479-A GULF SHORES PARKWAY
POST OFFICE BOX 2999
GULF SHORES, ALABAMA 36547**

CLOSING LETTER

DATE: March 5, 2021

RE: 17917 CC ROAD ELBERTA, AL 36530

FILE: 20-18142

The undersigned do hereby inform Professional Land Title, Inc., that all of the conditions and/or contingencies agreed to by and between the undersigned have been fully complied with to our satisfaction. The undersigned acknowledge that Professional Land Title, Inc. has made no representations as to the status of any outstanding water, sewage or other utility bills applicable to the property.

Professional Land Title, Inc. is hereby authorized to disburse all funds pursuant to the closing statement dated the 5th day of March, 2021.

SELLER:

BUYER:

ESTATE OF JOSEPH JAMES GOTTLER
JR.

BALDWIN COUNTY COMMISSION

BY: 

BY: _____

Joe Davis, III, Chairman

James L. Horak, Sr., Personal Rep.

**PROFESSIONAL LAND TITLE, INC.
3479-A GULF SHORES PARKWAY
POST OFFICE BOX 2999
GULF SHORES, ALABAMA 36547**

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Professional Land Title, Inc. is hereby authorized to disburse all funds pursuant to the closing statement dated the 5th day of March, 2021.


SELLER:

ESTATE OF JOSEPH JAMES GOTTLER
JR.

BY: _____
James L. Horak, Sr., Personal Rep.

BUYER:

BALDWIN COUNTY COMMISSION

BY: 
Joe Davis, III, Chairman

ACKNOWLEDGMENT OF RESPONSIBILITY OF TAX ASSESSMENT

PLT FILE #: 20-18142

CLOSING DATE: March 5, 2021

PARCEL: 49-07-36-0-000-002.000

PPIN#: 065261

CURRENTLY ASSESSED IN THE NAME(S) OF: ESTATE OF JOSEPH JAMES GOTTLER, JR.

WE, THE UNDERSIGNED BUYER AND SELLER, ACKNOWLEDGE THAT WE HAVE BEEN ADVISED THAT THE TAX PRO-RATION USED IN THIS TRANSACTION IS BASED ON THE ASSESSMENTS FOR THE PREVIOUS YEAR, OR IF NOT ASCERTAINABLE, THEN ESTIMATED FOR THE CURRENT YEAR AND SAID TAXES ARE SUBJECT TO CHANGE WITHOUT NOTICE BY THE BALDWIN COUNTY REVENUE COMMISSIONER OR BOARD OF EQUALIZATION. WE UNDERSTAND THAT SAID TAXES FOR THE PREVIOUS YEAR HAVE BEEN PAID BY SELLER AT OR BEFORE CLOSING.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER SHALL BE RESPONSIBLE FOR CONTACTING THE BALDWIN COUNTY REVENUE COMMISSIONER'S OFFICE TO PROPERLY ASSESS THE ABOVE SAID PROPERTY AND ACKNOWLEDGES THAT THE TAXES FOR THE CURRENT YEAR WILL BECOME DUE AND PAYABLE ON OCTOBER 1, 2021 AND WILL BE DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31, 2021. BUYER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER MAY NOT RECEIVE A BILL FOR SAID TAXES. HOWEVER, BUYER SHALL STILL BE RESPONSIBLE FOR THE PAYMENT OF SAID TAXES WHEN DUE REGARDLESS OF WHETHER BUYER IS PROPERLY BILLED FOR SAME.

BUYER FURTHER ACKNOWLEDGES THAT BUYER SHALL PAY THE TOTAL AMOUNT OF SAID TAXES WHEN DUE, AND IF SAID TAXES EXCEED THE AMOUNT ESTIMATED AND PRO-RATED AT CLOSING, SELLER AGREES TO REIMBURSE BUYER FOR THE DIFFERENCE. IN ALL INSTANCES, THE CLOSING DATE SHALL BE THE PRORATION DATE. SELLER AND BUYER ACKNOWLEDGE THAT A PERSONAL PROPERTY TAX MAY ALSO BE ASSESSED, AND BUYER AGREES TO BE RESPONSIBLE FOR SAID TAXES AS OF THE DATE OF CLOSING.

WE, THE BUYER AND SELLER, AGREE NOT TO HOLD THE CLOSING AGENT LIABLE OR OTHERWISE RESPONSIBLE FOR THE ASSESSMENT OR PAYMENT OF TAXES FOR THE TAX YEAR 2021 OR THE RE-PRORATION THEREOF, IF NEEDED. SAID RE-PRORATION SHALL BE ENTIRELY BETWEEN THE PARTIES. WE FURTHER UNDERSTAND THAT THE CLOSING AGENT IS MAKING NO REPRESENTATION ABOUT THE VALIDITY OF ANY HOMESTEAD OR OTHER EXEMPTIONS, IF ANY, PRESENTLY BEING CLAIMED ON SAID PROPERTY.

IN WITNESS THEREOF, WE, THE UNDERSIGNED BUYER AND SELLER, HAVE HEREUNTO PLACED OUR HANDS AND SEALS ON THIS 4th DAY OF March, 2021.

SELLER:

BUYER:

ESTATE OF JOSEPH JAMES GOTTLER JR.

BALDWIN COUNTY COMMISSION

BY: James L. Horak, Sr.
James L. Horak, Sr., Personal Rep.

BY: _____
Joe Davis, III, Chairman

IMPORTANT*****

BUYER MUST TAKE A COPY OF THE RECORDED DEED TO THE OFFICE OF THE BALDWIN COUNTY REVENUE COMMISSIONER IN ORDER TO ASSESS THE PROPERTY IN THEIR NAME. THIS MAY BE DONE AT THE FOLEY COURTHOUSE LOCATED IN FOLEY, ALABAMA, OR CALL THEM AT (251)937-0245 FOR ADDITIONAL INSTRUCTIONS.

ACKNOWLEDGMENT OF RESPONSIBILITY OF TAX ASSESSMENT

PLT FILE #: 20-18142

CLOSING DATE: March 5, 2021

PARCEL: 49-07-36-0-000-002.000

PPIN#: 065261

CURRENTLY ASSESSED IN THE NAME(S) OF: ESTATE OF JOSEPH JAMES GOTTLER, JR.

WE, THE UNDERSIGNED BUYER AND SELLER, ACKNOWLEDGE THAT WE HAVE BEEN ADVISED THAT THE TAX PRO-RATION USED IN THIS TRANSACTION IS BASED ON THE ASSESSMENTS FOR THE PREVIOUS YEAR, OR IF NOT ASCERTAINABLE, THEN ESTIMATED FOR THE CURRENT YEAR AND SAID TAXES ARE SUBJECT TO CHANGE WITHOUT NOTICE BY THE BALDWIN COUNTY REVENUE COMMISSIONER OR BOARD OF EQUALIZATION. WE UNDERSTAND THAT SAID TAXES FOR THE PREVIOUS YEAR HAVE BEEN PAID BY SELLER AT OR BEFORE CLOSING.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER SHALL BE RESPONSIBLE FOR CONTACTING THE BALDWIN COUNTY REVENUE COMMISSIONER'S OFFICE TO PROPERLY ASSESS THE ABOVE SAID PROPERTY AND ACKNOWLEDGES THAT THE TAXES FOR THE CURRENT YEAR WILL BECOME DUE AND PAYABLE ON OCTOBER 1, 2021 AND WILL BE DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 31, 2021. BUYER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER MAY NOT RECEIVE A BILL FOR SAID TAXES. HOWEVER, BUYER SHALL STILL BE RESPONSIBLE FOR THE PAYMENT OF SAID TAXES WHEN DUE REGARDLESS OF WHETHER BUYER IS PROPERLY BILLED FOR SAME.

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WE, THE BUYER AND SELLER, AGREE NOT TO HOLD THE CLOSING AGENT LIABLE OR OTHERWISE RESPONSIBLE FOR THE ASSESSMENT OR PAYMENT OF TAXES FOR THE TAX YEAR 2021 OR THE RE-PRO-RATION THEREOF, IF NEEDED. SAID RE-PRO-RATION SHALL BE ENTIRELY BETWEEN THE PARTIES. WE FURTHER UNDERSTAND THAT THE CLOSING AGENT IS MAKING NO REPRESENTATION ABOUT THE VALIDITY OF ANY HOMESTEAD OR OTHER EXEMPTIONS, IF ANY, PRESENTLY BEING CLAIMED ON SAID PROPERTY.

IN WITNESS THEREOF, WE, THE UNDERSIGNED BUYER AND SELLER, HAVE HEREUNTO PLACED OUR HANDS AND SEALS ON THIS _____ DAY OF _____, 2021.

SELLER:

BUYER:

ESTATE OF JOSEPH JAMES GOTTLER JR.

BALDWIN COUNTY COMMISSION

BY: _____
James L. Horak, Sr., Personal Rep.

BY: 
Joe Davis, III, Chairman

IMPORTANT*****

BUYER MUST TAKE A COPY OF THE RECORDED DEED TO THE OFFICE OF THE BALDWIN COUNTY REVENUE COMMISSIONER IN ORDER TO ASSESS THE PROPERTY IN THEIR NAME. THIS MAY BE DONE AT THE FOLEY COURTHOUSE LOCATED IN FOLEY, ALABAMA, OR CALL THEM AT (251) 937-0245 FOR ADDITIONAL INSTRUCTIONS.



Baldwin County Revenue Commissioner

Property Link BALDWIN COUNTY, AL

Tax Year 2019

Current Date 3/23/2020

Valuation Date October 1, 2018

Records Last Updated 3/22/2020

PROPERTY DETAIL

OWNER GOTTLER, JOSEPH JAMES ACRES : 5.00
C/O JAMES HORAK
16630 CO RD 95 N
ELBERTA, AL 36530 APPRAISED VALUE: 2660
ASSESSED : 260

PARCEL 49-07-36-0-000-002.000
ADDRESS **NA**

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
	7.28	7.28	0.00

LAST PAYMENT DATE 12 / 6 / 2019

MISCELLANEOUS INFORMATION

EXEMPT CODES DESCRIPTION 5 AC CALC SEC 36-6-5 N1/2 OF N
W1/4 OF NW1/4 OF NE1/4 FE

TAX DISTRICT 02
PPIN 065261 Entry 00
ESCAPE YEAR
ACCOUNT NUMBER 041531

TAX HISTORY

Year	Owner	Total Tax Paid(Y/N)	Appraised	Assessed
2018	GOTTLER, JOSEPH JAMES	7.28 Y 12/10/2018	2660	260
2017	GOTTLER, JOSEPH JAMES	7.28 Y 12/14/2017	2660	260
2016	GOTTLER, JOSEPH JAMES	7.28 Y 10/19/2016	2660	260
2015	GOTTLER, JOSEPH JAMES	7.28 Y 12/30/2015	2660	260
2014	GOTTLER, JOSEPH JAMES	7.28 Y 12/ 4/2014	2660	260
2013	GOTTLER, JOSEPH JAMES	7.28 Y 1/ 3/2014	2660	260
2012	GOTTLER, JOSEPH JAMES	7.28 Y 1/10/2013	2660	260
2011	GOTTLER, JOSEPH JAMES	7.28 Y 1/13/2012	2660	260
2010	GOTTLER, JOSEPH JAMES	7.28 Y 1/27/2011	2660	260

TAX SALES

PURCHASE COUNTY TAX SALE FILES

Year	Sold To	Redeemed Date/By
------	---------	------------------

NO TAX SALES FOUND

[View Appraisal Record](#)
[Back](#)



Baldwin County Revenue Commissioner

Property Appraisal Link

BALDWIN COUNTY, AL

Current Date 3/23/2020

Tax Year 2019

Valuation Date October 1, 2018

OWNER INFORMATION

PARCEL 49-07-36-0-000-002.000 **PPIN** 065261 **TAX DIST** 02
NAME GOTTLER, JOSEPH JAMES
ADDRESS C/O JAMES HORAK
 16630 CO RD 95 N
 ELBERTA AL 36530
DEED TYPE WB **BOOK** 0030 **PAGE** 0000965
PREVIOUS OWNER
LAST DEED DATE //0000

DESCRIPTION

5 AC CALC SEC 36-6-5 N1/2 OF NW1/4 OF NW1/4 OF NE1/4 FE

PROPERTY INFORMATION

PROPERTY ADDRESS
NEIGHBORHOOD ELSANOR **ELSANOR AREA**
PROPERTY CLASS SUB CLASS
LOT BLOCK
SECTION/TOWNSHIP/RANGE 00-00 -00
LOT DIMENSION **ZONING**

PROPERTY VALUES

LAND: 45000 **CLASS 1:** **TOTAL ACRES:** 5.00
BUILDING: **CLASS 2:** **TIMBER ACRES:**
CLASS 3: 45000
TOTAL PARCEL VALUE: 45000
ESTIMATED TAX: \$7.28
TOTAL USE VALUE: 2660

DETAIL INFORMATION

CODE	TYPE	REF	METHOD	DESCRIPTION	LAND USE	TC	HsPn	MARKET VALUE	USE VALUE
U	USE	2	ST AC4	5.00 acres	8110-CROP (GOOD A1)	3	N N	2660	
M	LAND	3	ST AC4	5.00 acres	8100-AGRICULTURAL	3	N N	45000	

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Baldwin County Commission

Agenda Action Form

File #: 21-0803, **Version:** 2

Item #: BD1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: Replacement

From: Matthew Brown, BRATS Director of Transportation

Submitted by: Tiffany Givens, BRATS Grant Technician

ITEM TITLE

*Baldwin Regional Area Transit System (BRATS) 5307 Urbanized Funding - Baldwin County Becoming Federal Transit Administration (FTA) Direct Recipient

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Chairman to execute correspondence to the Alabama Department of Transportation (ALDOT) requesting permission to submit the required application and documents to the Federal Transit Administration (FTA) Region IV to become a Direct 5307 Recipient; and
- 2) Authorize the Chairman to execute correspondence to FTA to inform the FTA of the County's intention to request direct recipient status for 5307 funding from the FTA;
- 3) Adopt and authorize the Chairman to execute Resolution #2021-077, which authorizes the Baldwin County Commission (BRATS) to file application with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Reason for replacement: Staff recommendation #3 has been added to include a resolution to expedite the filing of the 5307 Direct Recipient Application due to FTA deadlines.

Currently, the Baldwin County Commission, on behalf of BRATS, receives two types of formula grant funding from the FTA - 5311 (rural) and 5307 (urban). Alabama Department of Transportation (ALDOT) is the Direct Recipient for both grants and the Baldwin County Commission is the subrecipient. This means that ALDOT provides grant oversight. These are reimbursable grants which means BRATS invoices ALDOT to draw down the funds.

ALDOT has communicated that they will not be handling the 5307 funds moving forward. They are asking that all 5307 fund recipients in the State, including the Baldwin County Commission, become the Direct Recipients of these federal dollars.

If this change occurs, Baldwin County will coordinate with ALDOT on everything related to the 5311 (rural) grant funds and coordinate with FTA on everything related to the 5307 (urban) grant funds. While this may reduce some administrative burden by removing ALDOT as the “middleman” on 5307 projects, it will also create some administrative burden by creating a second management process for 5307 (urban) funds.

By becoming the Direct Recipient, the Baldwin County Commission and the Eastern Shore Metropolitan Organization (MPO) Policy Board, would have more discretion on the use of the approximately \$1.9 million in 5307 CARES funding allocated to the Eastern Shore Urbanized Area for transit. However, there are some unknowns regarding how FTA may manage the program and corresponding requirements.

Though ALDOT seems to be pushing for a transition prior to the next fiscal year, Baldwin County currently has a subrecipient agreement with ALDOT for the 5307 funds through Fiscal Year 2022.

Becoming a Direct Recipient requires the following steps:

- 1) Notify ALDOT and FTA of Intent to Become Direct Recipient
- 2) Demonstrate Capacity (legal, financial, technical, procurement, & civil rights) - will need to provide existing procedures for the various categories. The County should have most of these in place. If the County lacks any required policies, it will be required to adopt those.
- 3) Review and approval by FTA

Katrina Taylor, Grants Coordinator, will provide support for the 5307 management process.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: BRATS staff along with partnership from BCC Grants Coordinator and MPO Coordinator

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Attached letters will need to be respectively mailed to:

Mr. Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard, Admin 110
Montgomery, Alabama 36110

Ms. Rhonda King
Federal Transit Administration
Office of Financial Management & Program Oversight
230 Peachtree Street, NW
Ste 1400
Atlanta, Georgia 30303

cc: Brad Lindsey
Randy Stroup
Garry Havron

Additional instructions/notes: N/A

May 4, 2021

Mr. Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard, Admin 110
Montgomery, Alabama 36110

RE: FFY2022 FTA Direct 5307 Recipient Re-assignment & Authorization

Dear Mr. Lindsey:

The Baldwin County Commission requests approval and authorization from the Alabama Department of Transportation (ALDOT) in application to, and submission of required documentation to the Federal Transit Administration (FTA) Region IV to become a Direct 5307 Recipient, starting the first day of October 2021. It is intended for ALDOT to support this request and seek *Delegation of Authority* by the Office of the Governor of Alabama or by way of the State Department of Transportation if such authority has been delegated. Once this request has been granted, the Baldwin County Commission will have the ability to apply for, receive and manage FTA 5307 formula funding grants.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Matthew Brown, Director of Transportation at (251)580-1657.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BR2

cc: Matthew Brown
Wayne Dyess

May 4, 2021

Ms. Rhonda King
Federal Transit Administration
Office of Financial Management & Program Oversight
230 Peachtree Street, NW
Ste 1400
Atlanta, Georgia 30303

RE: Intention to Apply for FFY2022 FTA Direct 5307 Recipient Status

Dear Ms. King:

The Baldwin County Commission is writing to inform you of our intention to request direct recipient status for 5307 funding from the Federal Transit Administration (FTA). We will be submitting all required documentation by May 16, 2021.

The Baldwin County Commission will utilize these funds to support public transit operational costs within the urban area and capital costs for new terminals, software, and vehicles.

The Baldwin County Commission is seeking to be a direct recipient of 5307 funds.

The Baldwin County Commission, through the Eastern Shore MPO, will utilize the Long Range Transportation Plan and the Transportation Improvement Plan as the planning basis for future 5307 funded activities.

The Baldwin County Commission has designated Matthew Brown, Director of Transportation, as the point of contact for this transition. Matthew's contact information is below.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Matthew Brown, Director of Transportation at (251)580-1657.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BR2

cc: Brad Lindsey
Randy Stroup
Garry Havron

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION #2021-077
OF THE
BALDWIN COUNTY COMMISSION**

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project:

1. That **Baldwin County Commission** is authorized to execute and file an application for federal assistance on behalf of **Baldwin Regional Area Transit System (BRATS)** with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. (If the applicant is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, either alone or in addition to other federal assistance administered by the Federal Transit Administration, the resolution should state whether the applicant is the designated recipient as defined by 49 U.S.C. 5307(a)(2), or whether the applicant has received authority from the designated recipient to apply for Urbanized Area Formula Program assistance.)
2. That **Chairman of the Baldwin County Commission** is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.

3. That **Chairman of the Baldwin County Commission** is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of **Baldwin County Commission and Baldwin Regional Area Transit System (BRATS)**.

NOW, THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission hereby adopts Resolution #2021-077, which authorizes the Baldwin County Commission (BRATS) to file application with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 4th day of May, 2021.

JOE DAVIS, III, Chairman
Baldwin County Commission

ATTEST:

WAYNE DYESS
County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0803, **Version:** 1

Item #: BD1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Matthew Brown, BRATS Director of Transportation

Submitted by: Tiffany Givens, BRATS Grant Technician

ITEM TITLE

Baldwin Regional Area Transit System (BRATS) 5307 Urbanized Funding - Baldwin County
Becoming Federal Transit Administration (FTA) Direct Recipient

STAFF RECOMMENDATION

Action Item with discussion needed - Discussion regarding the Baldwin County Commission (BRATS) becoming direct recipients of the 5307 Urbanized grant funding from the Federal Transit Administration (FTA).

Take the following actions:

- 1) Authorize the Chairman to execute correspondence to the Alabama Department of Transportation (ALDOT) requesting permission to submit the required application and documents to the Federal Transit Administration (FTA) Region IV to become a Direct 5307 Recipient; and
- 2) Authorize the Chairman to execute correspondence to FTA to inform the FTA of the County's intention to request direct recipient status for 5307 funding from the FTA.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Currently, the Baldwin County Commission, on behalf of BRATS, receives two types of formula grant funding from the FTA - 5311 (rural) and 5307 (urban). Alabama Department of Transportation (ALDOT) is the Direct Recipient for both grants and the Baldwin County Commission is the subrecipient. This means that ALDOT provides grant oversight. These are reimbursable grants which means BRATS invoices ALDOT to draw down the funds.

ALDOT has communicated that they will not be handling the 5307 funds moving forward. They are asking that all 5307 fund recipients in the State, including the Baldwin County Commission, become the Direct Recipients of these federal dollars.

If this change occurs, Baldwin County will coordinate with ALDOT on everything related to the 5311 (rural) grant funds and coordinate with FTA on everything related to the 5307 (urban) grant funds. While this may reduce some administrative burden by removing ALDOT as the “middleman” on 5307 projects, it will also create some administrative burden by creating a second management process for 5307 (urban) funds.

By becoming the Direct Recipient, the Baldwin County Commission and the Eastern Shore Metropolitan Organization (MPO) Policy Board, would have more discretion on the use of the approximately \$1.9 million in 5307 CARES funding allocated to the Eastern Shore Urbanized Area for transit. However, there are some unknowns regarding how FTA may manage the program and corresponding requirements.

Though ALDOT seems to be pushing for a transition prior to the next fiscal year, Baldwin County currently has a subrecipient agreement with ALDOT for the 5307 funds through Fiscal Year 2022.

Becoming a Direct Recipient requires the following steps:

- 1) Notify ALDOT and FTA of Intent to Become Direct Recipient
- 2) Demonstrate Capacity (legal, financial, technical, procurement, & civil rights) - will need to provide existing procedures for the various categories. The County should have most of these in place. If the County lacks any required policies, it will be required to adopt those.
- 3) Review and approval by FTA

Katrina Taylor, Grants Coordinator, will provide support for the 5307 management process.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: BRATS staff along with partnership from BCC Grants Coordinator and MPO Coordinator

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Attached letters will need to be respectively mailed to:

Mr. Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard, Admin 110
Montgomery, Alabama 36110

Ms. Rhonda King
Federal Transit Administration
Office of Financial Management & Program Oversight
230 Peachtree Street, NW
Ste 1400
Atlanta, Georgia 30303

cc: Brad Lindsey
Randy Stroup
Garry Havron

Additional instructions/notes: N/A

May 4, 2021

Mr. Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard, Admin 110
Montgomery, Alabama 36110

RE: FFY2022 FTA Direct 5307 Recipient Re-assignment & Authorization

Dear Mr. Lindsey:

The Baldwin County Commission requests approval and authorization from the Alabama Department of Transportation (ALDOT) in application to, and submission of required documentation to the Federal Transit Administration (FTA) Region IV to become a Direct 5307 Recipient, starting the first day of October 2021. It is intended for ALDOT to support this request and seek *Delegation of Authority* by the Office of the Governor of Alabama or by way of the State Department of Transportation if such authority has been delegated. Once this request has been granted, the Baldwin County Commission will have the ability to apply for, receive and manage FTA 5307 formula funding grants.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Matthew Brown, Director of Transportation at (251)580-1657.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BR2

cc: Matthew Brown
Wayne Dyess

May 4, 2021

Ms. Rhonda King
Federal Transit Administration
Office of Financial Management & Program Oversight
230 Peachtree Street, NW
Ste 1400
Atlanta, Georgia 30303

RE: Intention to Apply for FFY2022 FTA Direct 5307 Recipient Status

Dear Ms. King:

The Baldwin County Commission is writing to inform you of our intention to request direct recipient status for 5307 funding from the Federal Transit Administration (FTA). We will be submitting all required documentation by May 16, 2021.

The Baldwin County Commission will utilize these funds to support public transit operational costs within the urban area and capital costs for new terminals, software, and vehicles.

The Baldwin County Commission is seeking to be a direct recipient of 5307 funds.

The Baldwin County Commission, through the Eastern Shore MPO, will utilize the Long Range Transportation Plan and the Transportation Improvement Plan as the planning basis for future 5307 funded activities.

The Baldwin County Commission has designated Matthew Brown, Director of Transportation, as the point of contact for this transition. Matthew's contact information is below.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Matthew Brown, Director of Transportation at (251)580-1657.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BR2

cc: Brad Lindsey
Randy Stroup
Garry Havron



Baldwin County Commission

Agenda Action Form

File #: 21-0816, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-04D - Provision of Bag Ice for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Bag Ice to **Ice Plant, Inc.** as follows:

Item: Ice - 10 lb. bag

Amount bid: \$0.27 per lb. = \$2.70 per 10 lb. bag

Manufacturer or Brand: Ice Plant, Inc.

BACKGROUND INFORMATION

Previous Commission action/date:

4/6/2021 meeting: Authorized the Purchasing Director to **re-bid** for the Provision of Bag Ice and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

3/2/2021 meeting: Authorized the Purchasing Director to **re-bid** for the Provision of Bag Ice and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

1/19/2021 meeting: Authorized the Purchasing Director to **re-bid** for the Provision of Bag Ice and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

12/15/2020 meeting: Authorized the Purchasing Director to **re-bid** for the Provision of Bag Ice and authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

11/3/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Bag Ice; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or

clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on April 22, 2021, at 2:00 P.M. One (1) bid was received. Staff recommends the Commission award the bid for the Provision of Bag Ice to Ice Plant, Inc.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: Various Department Budgets

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/4/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter to bidder

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0804, **Version:** 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Highway Department Operations Manager

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-23 - Provision of Ready-Mix Concrete for the Baldwin County Commission

STAFF RECOMMENDATION

Award bid #WG21-23 - Provision of Ready-Mix Concrete to **Ready Mix USA, LLC** as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

4/6/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Ready-Mix Concrete for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on April 22, 2021, at 1:30 P.M. One (1) bid was received. Staff recommends the Commission award the bid for the Provision of Ready-Mix Concrete to Ready Mix USA, LLC as per the attached Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$8,000.00 per year

Budget line item(s) to be used: Various Highway Budgets

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/4/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Letter to bidder

Additional instructions/notes: N/A

COMPETITIVE BID #WG21-23 AWARD LISTING

Provision of Ready-Mix Concrete

Delivered to All Sites within Baldwin County

Effective May 4, 2021 through May 4, 2022

Description Of Item	Amount per cubic yard	BIDDER
Class "A"	\$130.00	Ready Mix USA
Class "B"	\$140.00	Ready Mix USA
2500 PSI	\$107.00	Ready Mix USA
3000 PSI	\$109.00	Ready Mix USA
4000 PSI	\$113.00	Ready Mix USA
Exceptions:		
Fuel Surcharge \$15.00 per Load		
Small Load Charge - Loads less than 5 Yards \$150.00 per Load		
Quoted Mix Pricing is based on mixes that contain Fly Ash. Due to the possibility of a shortage Fly Ash, should it not be available, the straight cement mix pricing will be in effect as a \$6.00 per Yard additional cost.		
Additional Items as Needed: (additional charges)		
Pea Gravel Mixes	\$5.00 CY	
Mid-Range Water Reducer	\$4.00 CY	
High-Range Water Reducer	\$8.00 CY	
Fiber Reinforcement (1 lb.)	\$8.00 CY	
Retarder - 1%	\$4.00 CY	
Retarder - 2%	\$8.00 CY	
Chloride Accelerator - 1%	\$6.00 CY	
Chloride Accelerator - 2%	\$10.00 CY	
Non-Chloride Accelerator - 1%	\$10.00 CY	
Non-Chloride Accelerator - 2%	\$18.00 CY	
Ice (minimum 40lbs.)	\$2.00 LB	
Opening Fee & Terms - Ready Mix USA's business hours 6:00 AM until 5:00 PM Monday thru Friday, After House Plant Opening Fee add \$500.00 per hour - 3 Hour Minimum. Opening after normal business hours will have applicable charges applied. Ready Mix USA complies with the hours-of-service regulation issued by the Federal Motor Carrier Safety Administration.		
Traffic control provided by others, Prices do not include applicable taxes,		
Act of God - In the event of water or raw materials shortages of any kind, including any events outside the control of Ready Mix USA, Ready Mix USA reserves the right to evaluate the distribution of ready mix concrete and is not responsible for any project delays and costs resulting from any such events.		
Terms: Net 10th Prox. Service charge of 1.5% monthly (18% APR)		



Baldwin County Commission

Agenda Action Form

File #: 21-0815, **Version:** 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Highway Department Operations Manager

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-24 - Provision of Mower Blades for the Baldwin County Commission

STAFF RECOMMENDATION

Award Bid #WG21-24 - Provision of Mower Blades to the lowest responsible bidder, who met the specifications, **Equipment Sales Company, LLC** for Group #1 and Group #2 as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

4/6/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Mower Blades; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

Background: Bids were opened in the Purchasing Conference Room on April 23, 2021, at 2:00 P.M. Two (2) bids were received. Award recommendation is based on the lowest responsible bidder, who met the specifications by Group. The lowest responsible bidder who bid on all items in both Group #1 and Group #2 is Equipment Sales Company, LLC as per the attached Award Listing. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: Various Highway and Parks Budgets

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/4/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Letter to bidders

Additional instructions/notes: N/A

COMPETITIVE BID #WG21-24 - AWARD LISTING
Provision of Mower Blades
Effective Dates: May 4, 2021 through May 4, 2022

Items	Equipment Sales Company, LLC
Group 1 - Highway	
<u>2018 John Deere MX7 Rotary Cutter Section, 0.5 x 4 in. (12.7 x 102 mm)</u>	
Blade: FH329910	\$40.00 each
Bolt: W38054	\$11.50 each
Washer: W38627	\$3.35 each
Locknut: W50958	\$1.71 each
<u>2018 John Deere HX15 Rotary Cutter Single Section 0.5 x 4 in. (12.7 x 101.6 mm)</u>	
Center Blade: W52742	\$34.00 each
Right Blade: W49171	\$29.00 each
Left Blade: W49170	\$29.00 each
Bolt: W38054	\$11.50 each
Locknut: W50958	\$1.71 each
Washer: 24M7344	\$3.35 each
<u>2013 Bush-Wacker ST8410 Cutter 1/2 x 3.5 in.</u>	
Blade: 3257	\$44.00 each
Bolt: 3045	\$13.75 each
Washer: 2106	\$0.50 each
Nut: 2105	\$1.71 each
<u>Woods 15.60 Batwing Rotary Mower</u>	
Right Wing Blade Kit: 19160KT (CCW Right Wing)	\$42.00 each
Left Wing Blade Kit: 19161KT (CW Left Wing)	\$42.00 each
Blade Pin: 1045034RP - 1-1/2	\$31.00 each
Blade Pin: 10520 - SHIM, 18 GA, 1-1/2	\$5.06 each
Blade Pin: 13946 - SHIM, 20GA, 1-1/2	\$4.40 each
Spacer: 1028824 - 5/16 Thick	\$5.99 each
Keyhole Plate: 32603 - Special	\$10.50 each
Blade Pin Lock Clip: 32604 - Special	\$4.55 each
3379- 1/2 NC X 11/2 HHCS, GR5	\$0.55 each

Items	Equipment Sales Company, LLC
Group 2 - Parks	
<u>2018 Alamo Samurai Boom Mower 60"</u>	
Blade: 02761500	\$39.00 each
Bolt: 02782900	\$16.00 each
Washer: 02957089	\$0.85 each
Locknut: 0020900	\$4.85 each
Roll Pin: 0023200	\$0.20 each
<u>Kubota 323 & 326 - 60" Deck</u>	
Blade: K5647-34340	\$9.90 each
Light Brush Blade: 11558	\$13.75 each
Dust Cover: K5647-34312	\$4.60 each
<u>Kubota ZD1211 - 60" Deck</u>	
Blade: K5647-34360	\$14.50 each
Light Brush Blade: 396-816	\$21.00 each
Dust Cover: K5966-34310 (Equivalent K5955-34310)	\$8.00 each
<u>John Deere 1575 - 60" Deck</u>	
Blade: TCU14881	\$12.00 each
Light Brush Blade: 10073	\$13.90 each

COMPETITIVE BID #WG21-24 - BID TABULATION
Provision of Mower Blades

Items	BIDDERS	Equipment Sales Company, LLC	The Hall Group, Inc.
Group 1 - Highway			
<u>2018 John Deere MX7 Rotary Cutter Section, 0.5 x 4 in. (12.7 x 102 mm)</u>			
Blade: FH329910	each	\$40.00	No Bid
Bolt: W38054	each	\$11.50	No Bid
Washer: W38627	each	\$3.35	No Bid
Locknut: W50958	each	\$1.71	No Bid
<u>2018 John Deere HX15 Rotary Cutter Single Section 0.5 x 4 in. (12.7 x 101.6 mm)</u>			
Center Blade: W52742	each	\$34.00	No Bid
Right Blade: W49171	each	\$29.00	No Bid
Left Blade: W49170	each	\$29.00	No Bid
Bolt: W38054	each	\$11.50	No Bid
Locknut: W50958	each	\$1.71	No Bid
Washer: 24M7344	each	\$3.35	No Bid
<u>2013 Bush-Wacker ST8410 Cutter 1/2 x 3.5 in.</u>			
Blade: 3257	each	\$44.00	\$38.48
Bolt: 3045	each	\$13.75	\$9.83
Washer: 2106	each	\$0.50	\$1.24
Nut: 2105	each	\$1.71	\$1.22
<u>Woods 15.60 Batwing Rotary Mower</u>			
Right Wing Blade Kit: 19160KT (CCW Right Wing)	each	\$42.00	No Bid
Left Wing Blade Kit: 19161KT (CW Left Wing)	each	\$42.00	No Bid
Blade Pin: 1045034RP - 1-1/2	each	\$31.00	No Bid
Blade Pin: 10520 - SHIM, 18 GA, 1-1/2	each	\$5.06	No Bid
Blade Pin: 13946 - SHIM, 20GA, 1-1/2	each	\$4.40	No Bid
Spacer: 1028824 - 5/16 Thick	each	\$5.99	No Bid
Keyhole Plate: 32603 - Special	each	\$10.50	No Bid
Blade Pin Lock Clip: 32604 - Special	each	\$4.55	No Bid
3379- 1/2 NC X 11/2 HHCS, GR5	each	\$0.55	No Bid

Items	BIDDERS	Equipment Sales Company, LLC	The Hall Group, Inc.
Group 2 - Parks			
<u>2018 Alamo Samurai Boom Mower 60"</u>			
Blade: 02761500	each	\$39.00	No Bid
Bolt: 02782900	each	\$16.00	No Bid
Washer: 02957089	each	\$0.85	No Bid
Locknut: 0020900	each	\$4.85	No Bid
Roll Pin: 0023200	each	\$0.20	No Bid
<u>Kubota 323 & 326 - 60" Deck</u>			
Blade: K5647-34340	each	\$9.90	No Bid
Light Brush Blade: 11558	each	\$13.75	No Bid
Dust Cover: K5647-34312	each	\$4.60	No Bid
<u>Kubota ZD1211 - 60" Deck</u>			
Blade: K5647-34360	each	\$14.50	No Bid
Light Brush Blade: 396-816	each	\$21.00	No Bid
Dust Cover: K5966-34310 (Equivalent K5955-34310)	each	\$8.00	No Bid
<u>John Deere 1575 - 60" Deck</u>			
Blade: TCU14881	each	\$12.00	No Bid
Light Brush Blade: 10073	each	\$13.90	No Bid

Exceptions: NONE



Baldwin County Commission

Agenda Action Form

File #: 21-0792, **Version:** 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-28 - Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The bid currently in place for the provision of regular unleaded gasoline and No. 2 diesel fuel was a three (3) year bid that will expire on June 22, 2021. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/4/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Mail bids

Additional instructions/notes: N/A

BID #WG21-28 SPECIFICATIONS

Bidders shall give a unit price as indicated on the Bid Response Form.

It is the intent of Baldwin County to award the bid to one (1) vendor.

The price bid shall include all delivery charges and shall exclude all taxes and fees.

It is the intent of the Baldwin County Commission to award this bid for twenty-four (24) months (2021 – 2023) to begin on **June 23, 2021** with an option to issue one twelve (12) month extension (2023). The Baldwin County Commission will, in writing, notify the vendor thirty (30) days prior to expiration of the 2021 – 2023 bid with its intent to extend the contract. The Vendor shall respond in writing to the Baldwin County Purchasing Director stating it will or will not agree to the bid extension. The said response shall be made to the Baldwin County Purchasing Director within ten (10) calendar day of receipt of the Commission's intent to extend letter. The prices for 2021 shall also apply to the extension period.

Bidders shall submit bids for a **MARGIN over OPIS price** for gasoline and diesel fuel. **Bid prices for gasoline and diesel fuel will be based on Shell Mobile, Alabama posted Terminal schedule prices or consumer transport from the supplier to the bidders at 12:00 P.M., May 27, 2021 and award will be based on these prices. OPIS Rack Sheet for May 27, 2021, must be included with Bid Response.** The successful bidder shall notify the Baldwin County Commission of increases or decreases in the posted prices within five (5) days of such increase or decrease. **NO PRICE INCREASE MY BE MADE UNTIL WRITTEN NOTIFICATION IS PROVIDED TO THE BALDWIN COUNTY COMMISSION.** Failure of a vendor to keep the Baldwin County Commission informed in writing of these changes will be grounds for cancellation of the order and/or not being allowed to bid the next period.

Regular Unleaded Gasoline and No. 2 Diesel Fuel (Clear and Red-Dyed), upon an eight (8) hour response time, shall be delivered to the following Baldwin County locations:

BRATS/Sheriff Facility located in Robertsedale – 2 – 12,000 gallon tanks – 1 diesel and 1 gas
18100 Co. Rd. 54, Robertsedale, AL 36567

Bay Minette Highway Barn/Sheriff Facility – 2 – 12,000 gallon tanks – 1 diesel and 1 gas
203 Dickman Rd., Bay Minette, AL 36507

Foley Highway Barn – 2 – 12,000 gallon tanks – 1 diesel and 1 gas
20764 Co. Rd. 24, Foley, AL 36535

Foley Satellite Courthouse – 1 – 12,000 gallon tank - gas
201 East Section Ave., Foley, AL 36535

Fairhope Satellite Courthouse – 1 – 10,000 gallon tank – gas
1100 Fairhope Ave., Fairhope, AL 36526

Silverhill Highway Barn – 2 – 12,000 gallon tanks – 1 diesel and 1 gas
22220 West Blvd., Silverhill, AL 36576

Magnolia Solid Waste Landfill – 1- 1,000 gallon tank – gas; 1 – 10,000 gallon tank – diesel
15140 Co. Rd. 49, Summerdale, AL 36580

McBride Landfill – 1 – 1,000 gallon tank – diesel
14200 Co. Rd. 64, Loxley, AL 36551

Transfer Station – 1 – 1,000 gallon tank – diesel
43901 Nicholasville Rd., Bay Minette, AL 36507

And any other location as required by the County Commission.

Bulk deliveries are to be made with properly cleaned equipment and through properly certified **metered tank wagon or trucks** meeting all state and federal specifications and amounts shall be from 100 gallons up to 12,000 gallons per delivery as needed.

In emergency conditions, products shall be delivered upon order by the Commission.

Bidders shall furnish fuel test reports with the response to this bid.

SPECIFICATIONS FOR REGULAR UNLEADED GASOLINE

The County consumed during the period of January 1, 2020 through December 31, 2020, approximately 465,906 gallons of regular unleaded gasoline; quantities may vary from year to year due to the increase/decrease of the County's fleet.

Minimum Octane Rating	87
Sulfur (ASTM D90-50T) Content	.0080% Max
Corrosion Test (ASTM D-130 50T)	
3 hours @ 122 degree F	1 Max
Gum (ASTM D381-50) not to exceed	
3mgs per 100cc's	4 Max
Induction Period Hours	240 Minutes Min
Acidity	None
ASTM Research Method (ASTM D908-510)	82 MON
Distillation (ASTM D-86-46)	
% Evaporated @ 150 degree F	50%
@ 365 degree F	90%
End Point	437 degree F Min
Recovery Min.	96 Min
Residue Maximum	2% Max
Vapor Pressure (9 ASTM D-323-49)	
May through September @ 100 degree F	10 PSI
September through October @ 100 degree F	12.5 PSI
November through April @ 100 degree F	14.5 PSI Max

SPECIFICATIONS FOR NO. 2 DIESEL FUEL

Clear Diesel

The County consumed during the period of January 1, 2020 through December 31, 2020, approximately 566,800 gallons of Clear Diesel; quantities may vary from year to year due to the increase/decrease of the County's fleet.

Inspection:

Gravity: API	33.4
Viscosity, 100 degree F, SUV	34.9
Flash: degree F	144 degree
Cloud: degree F	+5 degree
Pour: degree F	-5 degree
Color: D1500	L 1.5
Sulfur: %	0.22%
Mercaptan Sulfur: %	0.01%
Car. Res. On 10% Btms., Rams. %	0.18%
Total Acid No., D 974	0.04%
Cetane Index	40+
Xistent Insolubles: Mgs/600gms	1
Potential Insolubles: Mgs/600gms	1
Filtrate after Aging, Color, D 1500	0.5

Distillation:

Over Point: degree F	370 degree
End Point: degree F	650 degree
10% at: degree F	450 degree
Recovery: %	98%

Bad Fuel: If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel.

Red-Dyed Diesel

The County consumed during the period of January 1, 2020 through December 31, 2020, approximately 26,030 gallons of Red-Dyed Diesel; quantities may vary from year to year due to the increase/decrease of the County's fleet.

Inspection:

Gravity: API	30
Color:	1.0
Specific Gravity:	0.8762
Pounds per Gallon:	7.296
Flash Point, in degrees F, PMCC:	Min: 125, Typical: 140
Sulfur, PPM:	Typical: 6, Max: 15
Ash, wt. %:	Typical: < 0.01, Max: 0.01
Cloud Point, in degrees F:	0

Pour Point, in degrees F:	-75
Ramsbottom Carbon Residue	
On 10% Dist. Residue, % Mass	Typical: < 0.35, Max: 0.35
BS&W, vol. %	Typical: < 0.05, Max: 0.05
Cetane No.	Min: 40, Typical: > 40
Kinematic Viscosity	
mm/s at 40 degrees C	Min: 1.9, Typical: 3.8, Max: 4.1
Aromatics, Vol. Recovered	Typical: < 20, Max: 20
Distillation Temp in degrees F	
90% Volume Recovered	Min: 540, Typical: < 640, Max: 640
Copper Strip Corrosion	Typical: < NO.3, Max: NO.3
Rating 3 H at 50 degrees C	
Lubricity HFRR at 60 degrees C	Typical: 340, Max: 520
Micron, Max.	
Conductivity, pS/m Min.	Min: 25, Typical: 320

Bad Fuel: If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel.

BID #WG21-28 RESPONSE FORM

Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

BID #WG21-28 RESPONSE FORM

Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel

Page 2 of 2

REGULAR UNLEADED GASOLINE (E-10 87 OCTANE)

Tank Wagon Delivery _____ Margin over Terminal price per/gallon

Truck Transport Delivery _____ Margin over Terminal price per/gallon

Specify the number of gallons for truck transport delivery _____

NO#2 DIESEL FUEL - CLEAR

Tank Wagon Delivery _____ Margin over Terminal price per/gallon

Truck Transport Delivery _____ Margin over Terminal price per/gallon

Specify the number of gallons for truck transport delivery _____

NO#2 DIESEL FUEL – RED-DYED

Tank Wagon Delivery _____ Margin over Terminal price per/gallon

Truck Transport Delivery _____ Margin over Terminal price per/gallon

Specify the number of gallons for truck transport delivery _____



Baldwin County Commission

Agenda Action Form

File #: 21-0793, **Version:** 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Edward Fox, Deputy Development and Environmental Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-29 - Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Aftermarket Heavy Duty Truck Parts.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/4/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Mail bids

Additional instructions/notes: N/A

BID #WG21-29 SPECIFICATIONS

Baldwin County desires bids for the Provision of Aftermarket Heavy Duty Truck Parts. All prices shall be firm for the period the bid award is in effect. If a supplier cannot hold their prices, then that item will be subject to price comparison among other suppliers.

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

Bidder shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, freight, etc.

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

BID RESPONSE FORM:

Each bidder shall use the Bid Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. *The bid Guarantee shall be attached to the **front** of the Response Form and Compliance Form shall be attached to the **back** of the Bid Response Form.* **All exceptions must be listed and attached to the bid response form.**

AWARD

The intent of the County is to award bid to one vendor.

Award will be to the lowest responsible bidder meeting 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.

DELIVERY TERMS

All orders should be delivered as soon as possible, but not more than twenty-four (24) hours after receipt of order (ARO). Partial shipments are acceptable if authorized. Items will be delivered to the address on the Purchase Order. All freight charges must be paid by the vendor.

A Purchase Order will be issued for the materials and quantities listed. Delivery shall be made to the location(s) described in "DELIVERY", above.

QUANTITY

The County does not guarantee any certain quantity to be purchased from this contract.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. Any successive extension must have written approval of both the County and Vendor no later than 30 days prior to expiration of the previous twelve (12) month period. The prices for 2021 shall also apply to the extension period(s).

VENDOR INVOICING INSTRUCTIONS:

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number 2) Ship to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES * MUST BE SENT TO:

Baldwin County Commission
312 Courthouse Square, Suite 11
Bay Minette, AL 36507

***If invoices do not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment.**

PRE-PAYMENT:

No pre-payments of any kind will be made prior to shipment.

TAX:

Baldwin County is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease ad valorem and any other tax that may be levied or assessed by reason of this transaction.

BID BOND:

Each bidder will furnish a bid bond in the amount of \$500.00.

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, 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.

GENERAL

The Baldwin County Commission expressly reserves the right to reject any or all bids, or parts of bids, and to make the award or awards as the best interest of the County appears.

It is the responsibility of the supplier to provide proof of delivery of merchandise. Proof of delivery required would consist of a signed delivery ticket by a designated county representative.

MANUFACTURER/ITEM #

Vendors must complete the MFR/ITEM # being bid for each item on the TARGET LIST, even if bidding the recommended MFR/ITEM #. Failure to complete this information or to bid all items on the TARGET LIST will result in bid rejection.

A copy of the completed TARGET LIST must also be submitted with the required copy of the bid response. Failure to submit a completed copy of the TARGET LIST will result in bid rejection.

Unit pricing entered on the TARGET LIST must be "Cost" before the = % is added.

DESCRIPTIVE LITERATURE

The MFR/ITEM #S referenced provide a level of quality and unless otherwise specified are not restrictive. Vendors bidding an alternate MFR/ITEM # may be required to provide descriptive/technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 3 business days from the date of request. Failure to provide literature, to provide literature in a timely manner, or to provide literature which demonstrates that the bid item meets or exceeds specifications will result in bid rejection.

MATERIALS, SUPPLIES OR EQUIPMENT

All materials, supplies or equipment being bid and delivered to the County shall be new, unused, or recent manufacture, first class in every respect, and suitable for their intended purpose.

CATALOGS/PRICE LISTS

CATALOGS/PRICE LISTS must show the "COST" before the bid + % is added. CATALOGS/PRICE LISTS must be provided to the County at the time the bid is submitted.

BID #WG21-29 RESPONSE FORM

Provision of Aftermarket Heavy Truck Parts

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH THE BID.

AFTERMARKET HEAVY DUTY TRUCK PARTS

COST + _____ %

BID #WG21-29 RESPONSE FORM

Provision of Aftermarket Heavy Truck Parts

Page 2 of 2

TARGET LIST

DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Air Tanks	Federal Hose / DRC601-4 Drain Cock 1/4		EACH	
Brake Drum	Webb OTR1601B		EACH	
Spring Brake	Ranger Brake OTR3030SB		EACH	
Brake Shoe	Meritor SDA4707Q		EACH	
Hood Straps	Doorman HUN66D638		EACH	
Wiper Blades	ANCO 91-16		EACH	
Hub Cap Plug	Prima PL5990		EACH	
Pigtail RT Angle S/T/T 3 Wire 3 Prong	Primatronics PT4993		EACH	
Clamp 3-3/4 to 4-5/8 Constant Torque	Federal Hose CT450LSS		EACH	
Filter	Baldwin BD7154		EACH	
Filter	Baldwin BF7587		EACH	
Filter	Baldwin BW5071		EACH	
6" Convex Mirror w/Bracket	Primatronics PTM9206		EACH	
4" Oval Flashing LED Kit	Federal Signal 607101-02		EACH	
Clearance Marker Lamp	Truck Lite 30200R		EACH	
Rotating Bar Pin End Bushing	Hendrickson 34013-188L		EACH	
Grit Guard Hub Seal Set Drive Axle	Stemco 392-9131		EACH	
Heavy Duty Anti-Spray Flap	Global Tech GT-2430HD		EACH	



Baldwin County Commission

Agenda Action Form

File #: 21-0794, **Version:** 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Tyler Mitchell, Construction Manager

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-30 - Provision of Finished Road Signs for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Finished Road Signs; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Finished Road Signs.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/4/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Mail bids

Additional instructions/notes: N/A

BID #WG21-30 SPECIFICATIONS

Materials shall be in compliance with the latest edition of the Alabama Highway Department Standard Specifications and the Manual of Uniform Traffic Control Devices (MUTCD).

Manufacturer shall furnish test reports when requested.

Baldwin County Reserves the right to purchase any or all items bid in various quantities as needed.

F.O.B. Suppliers Warehouse. Specify location of warehouse.

F.O.B. Baldwin County Highway Shop, 22220 West Boulevard Silverhill, AL 36576

Delivery shall be made no more than thirty (30) calendar days after receipt of order.

Prices bid shall be applicable for material to be ordered for twelve (12) months beginning the date of the award.

BID #WG21-30 RESPONSE FORM

Provision of Finished Road Signs

Page 1 of 12

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

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

Financing Agency Authorized Signature

Supply Location _____

BID #WG21-30 RESPONSE FORM

Provision of Finished Road Signs

Pages 2 - 12

ITEM NO	SIGNS COMPLETE - DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign	
S1	Stop Sign, R1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S2	Stop Sign, R1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S3	Stop Sign, R1-1, 48" x 48"	Each - Price per Complete Sign	TYPE III		
			TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S4	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S5	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S6	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S7	Yield, R1-2, 30" x 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S8	Yield, R1-2, 36" x 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S9	Yield, R1-2, 48" x 48" x 48"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		

S10	Highway-Rail Grade Crossing W10-1, 36" Dia	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S11	Highway-Rail Grade Crossing W10-1, 30" Dia	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S12	County Route Sign (M1-6) with County Name and Border; MUTCD Chapter 2D	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S13	County Route Sign (M1-6) with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S14	School Advanced Warning S1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S15	School Advanced Warning S1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S16	ROW sign, white background with black letters, no border 6" X 12"	Each - Price per Complete Sign	TYPE II			
			TYPE III			
ITEM NO	SIGNS DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S17	Weight limit signs (R12-5 with 6 truck silhouettes; design available on request) 24" X 48"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S18	All regulatory signs (except R12-5 below), MUTCD Chapters 2B & 5B	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S19	All warning signs, MUTCD Chapters 2C & 5C (except W3-1, W3-2, W3-3) to also include all object markers	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI Fluorescent Y-G			

S20	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI Fluorescent			
S21	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI Fluorescent Y-G			
S22	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S23	All Guide signs, MUTCD Chapters 2D & 5D	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S24	Hazard Board, yellow and black, 48"x24"	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S25	Flat Blade Street Name Signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 8" uppercase w/ 6" lowercase letters on <u>BOTH</u> sides, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S26	Flat Blade Street Name Signs with green or blue sheeting on BOTH sides, street name, white 12" uppercase w/ 9" lowercase letters <u>ON BOTH SIDES</u> , 0.100" thick, 18" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S27	Flat Blade Overhead Street Name Signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S28	Flat Blade Street Name Signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S29	Extruded Blade Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 6" uppercase w/ 4.5" lowercase letters <u>ON BOTH SIDES</u> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

S30	Extruded Blade Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.080" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S31	Extruded Blade Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S32	Extruded Blade Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 4" uppercase w/ 3" lowercase letters <u>ON BOTH SIDES</u> , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S33	Street name sign with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.100" thick, 9" wide, various lengths to be specified at time of order	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S34	Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 6" uppercase w/ 4.5" lowercase letters <u>ON BOTH SIDES</u> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S35	Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S36	Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 4" uppercase w/ 3" lowercase letters <u>ON BOTH SIDES</u> , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
ITEM NO	SIGN POST	UNIT	PRICE EACH POST			
			(50 POSTS)	(orders of 100, 150, OR 200 POSTS)	(250, 250+ increments of 50)	
S37	Sign Post - Galvanized - 2.0 lb./Ft. - 8 FT. "U" Channel	Each				
S38	Sign Post - Galvanized - 2.0 lb./Ft. - 10 FT. "U" Channel	Each				
S39	Sign Post - Galvanized - 2.0 lb./Ft. - 12 FT. "U" Channel	Each				
S40	Sign Post - Galvanized - 2.0 lb./Ft. - 14 FT. "U" Channel	Each				

S41	Sign Post - Galvanized - 3.0 lb./FT - 10 FT "U" Channel	Each			
S42	Sign Post - Galvanized - 3.0 lb./FT - 12 FT "U" Channel	Each			
S43	Sign Post - Galvanized - 3.0 lb./FT - 14 FT "U" Channel	Each			
S44	Sign Post - Galvanized - 2" x 2" - 10 FT, Square Tube	Each			
S45	Sign Post - Galvanized - 2" x 2" - 12 FT, Square Tube	Each			
S46	Sign Post - Galvanized - 2" x 2" - 14 FT, Square Tube	Each			
S47	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 10 FT, Square Tube	Each			
S48	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 12 FT, Square Tube	Each			
S49	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 14 FT, Square Tube	Each			
S50	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 10 FT, Square Tube	Each			
S51	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 12 FT, Square Tube	Each			
S52	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 14 FT, Square Tube	Each			
S53	Delineator Green Painted Post - 1.12 lb./Ft. - 6Ft.	Each			
S54	Delineator Galvanized Post - 1.12 lb./Ft. - 6 Ft.	Each			
ITEM NO	STREET NAME MOUNTING BRACKETS	UNIT	PRICE EACH BRACKET (50 each order)	PRICE EACH BRACKET (100 each order)	
S55	For extruded blade 5 1/2" blade holder used for U-Channel Post, supplied with set screws	Each			
S56	For extruded blade 5 1/2" blade holder used for round Post, supplied with set screws	Each			
S57	For extruded blade 5 1/2" blade holder with 90 degree cross used for any cap, supplied with set screws	Each			
S58	For Flat or Extruded Blades 12" U-channel Cap with adjustable blade holder, supplied with set screws	Each			
S59	For Flat or Extruded Blades 12" Cross with adjustable blade holder, supplied with set screws	Each			
S60	5/16" x 3/4" Vandal Proff button head bolt with 5/32" pinned allen head socket	Each			

ITEM NO	Hand-Signaling Devices	Unit	Unit Price per Sign			
			QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	
S61	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 18" wide with letters 6" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each				
S62	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 24" wide with letters 8" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each				
ITEM NO	CHEVRON SIGN MOUNTING BRACKETS		UNIT	Unit Price per Bracket		
				QUANTITIES 1-25	QUANTITIES 26-50	QUANTITIES 51+
S63	Chevron adjustable aluminum bracket with hardware (For 18"x24" and 24"x30" chevron signs), connects to U-channel post		Each			
ITEM NO	ROLL GOODS	UNIT	SHEET GRADE (ALDOT)	PRICE PER ROLL		
S64	Sheeting, 6"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II			
			TYPE III			
			TYPE IV			
S65	Sheeting, 9"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II			
			TYPE III			
			TYPE IV			
S66	Sheeting, 12"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II			
			TYPE III			
			TYPE IV			
S67	Sheeting, 18"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II			
			TYPE III			
			TYPE IV			
S68	Sheeting, 24"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II			
			TYPE III			
			TYPE IV			

S69	Sheeting, 30"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S70	Sheeting, 36"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S71	Sheeting, 48"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S72	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow-Green	PER ROLL	24" x 50 Yard	
			30" x 50 Yard	
			36" x 50 Yard	
			48" x 50 Yard	
S73	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow	PER ROLL	24" x 50 Yard	
			30" x 50 Yard	
			36" x 50 Yard	
			48" x 50 Yard	
S74	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Orange	PER ROLL	24" x 50 Yard	
			30" x 50 Yard	
			36" x 50 Yard	
			48" x 50 Yard	
S75	Low Tack Application Tape 6"x100 yard roll	PER ROLL	N/A	

ITEM NO	Sign Blanks	UNIT	Unit Price per Sq. Ft.		
			QUANTITIES	QUANTITIES	QUANTITIES
			1-25 Blanks	26-50 Blanks	51+ Blanks
S76	Aluminum Diamond/Square, 0.080 Ga.	Sq. Ft.			
S77	Aluminum Rectangular, 0.080 Gage	Sq. Ft.			
S78	Aluminum Circle, 0.080 Gage	Sq. Ft.			
S79	Aluminum Octagon, 0.080 Gage	Sq. Ft.			
S80	Sign (M1-6) Blanks; MUTCD Chapter 2D; 0.080 gage	Sq. Ft.			

ITEM NO	SIGN FACE DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Face		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S81	Stop Sign Face, R1-1, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S82	Stop Sign Face, R1-1, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S83	Stop Sign Face, R1-1, 48" x 48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S84	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S85	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S86	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S87	Yield Sign Face, R1-2, 30"x30"x30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S88	Yield Sign Face, R1-2, 36"x36" x36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S89	Yield Sign Face, R1-2, 48"x48"x48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			

S90	Highway-Rail Grade Crossing Sign Face W10-1, 36" Dia	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S91	Highway-Rail Grade Crossing Sign Face W10-1, 30" Dia	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S92	School Advanced Warning Sign Face S1-1, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S93	School Advanced Warning Sign Face S1-1, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
ITEM NO	SIGN FACES ONLY - DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Sign Face Sq. Ft.		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S94	All regulatory sign faces , MUTCD Chapters 2B & 5B	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S95	All warning signs, MUTCD Chapters 2C & 5C	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S96	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			Fluorescent			
S97	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			Fluorescent Y-G			
S98	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

S99	All Guide signs, MUTCD Chapters 2D & 5D	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S100	County Route Sign (M1-6) Face with County Name and Border; MUTCD Chapter 2D	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S101	County Route Sign (M1-6) Face with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S102	Hazard Board, yellow and black, 48"x24"	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
ITEM NO	Pressure Sensitive Cut Upper/Lower Letters and Numbers	UNIT	SHEET GRADE (ALDOT)	Price per Packet of 25 of same Letter/No.		
				Series B	Series D	Series E(M)
S103	2 Inch Cut Letters and Numbers	Pack of 25	Black			
S104	3 Inch Cut Letters and Numbers	Pack of 25	Black			
S105	5 Inch Cut Letters and Numbers	Pack of 25	Black			
S106	8 Inch Cut Letters and Numbers	Pack of 25	Black			
S107	2 inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
S108	3 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
S109	4.5 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
S110	5 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
S111	6 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
S112	8 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			

ITEM NO	TYPE III BARRICADES ASSEMBLY	UNIT	TYPE III PANEL TYPE	Unit Price Per Barricade Assembly		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S113	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, PANELS 8 Inches wide x 8 Feet Long	8" - Price per each Complete Barricade Assembly	Plastic			
			3/4" ACX Plywood			
			Aluminum			
S114	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, PANELS 10 Inches wide x 8 Feet Long	10" - Price per each Complete Barricade Assembly	Plastic			
			3/4" ACX Plywood			
			Aluminum			
* PSST (perforated square steel tube) barricade assembly that meets or exceeds the following specs and FHWA criteria: 1) Plastic Panel: Hollow extruded rigid polyolefin or HD polyethylene. Frangible plastics such as PVC may not be used. 2) 2ea. Horizontal legs: 1.75" PSST, 60" long with stub tube / 2 ea. Vertical supports: 1.5" PSST, 62" tall 3) Frame: Telespar (or equiv) PSST, galvanized, 14 gage, hot rolled high carbon steel 4) Panel Bolts: 3/8" STD strength steel bolts with nuts and lock washers. 1" o.d. washers with wood or plastic panels 5) Type III Barricades Panels shall be Type IV sheeting with alternating Orange and White Stripes						
ITEM NO	BARREL WRAP	UNIT	Unit price per 72" x 36" sections			
			QUANTITIES 1-10	QUANTITIES 11-20	QUANTITIES 21-30	
S115	72" x 36" Sections with 6" Alternating HIP black/yellow stripes on 040 Gauge Metal		Price Per Each Section w/ metal			
NOTE: Quantity pricing, if applicable, will only apply to individual orders of identical signs, blanks, faces, post etc....						
BID NOTES :						



Baldwin County Commission

Agenda Action Form

File #: 21-0801, **Version:** 2

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: Replacement

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Architect, Nicholas Gray, Watermark Design Group, LLC

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

*Construction of the Baldwin County Highway Maintenance Facility (Area 200) Located in Silverhill, Alabama, for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Award the bid for the construction of the Baldwin County Highway Maintenance Facility (Area 200) located in Silverhill to the lowest bidder, **Lord & Son Construction, Inc.**, as follows and authorize the Chairman to execute the Contract.

Base Bid Amount: \$2,135,000.00

Construction Time: 320 calendar days

2) Not awarding Add Alternate #1 in the amount of \$40,336.00 (PEMB Storage Apparatus within the shop Area.

BACKGROUND INFORMATION

Previous Commission action/date: Reason for replacement: Staff Recommendation has been revised to reflect correct bid amount.

3/17/2020 meeting: Approved the AIA Contract for the architectural services with Watermark Design Group, LLC, for the design of a two (2) new Baldwin County Area 100 and Area 200 Highway Maintenance Facilities located in Bay Minette, and Silverhill, Alabama in the amount of 6% of the construction cost for the new plus normal reimbursable expenses and authorize the Chairman to execute the Contracts.

7/07/2020 meeting: Authorized the Purchasing Director to advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

8/18/2020 meeting: Rejected all fourteen (14) applications received due to incomplete proposals on the construction of two (2) new Baldwin County Highway Maintenance Buildings located in Bay Minette, and Silverhill, Alabama projects; and 2) Authorized the Purchasing Director to re-advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

11/03/2020 meeting: 1) Approved the following ten (10) pre-qualification applications on the Construction of two (2) Highway Maintenance Buildings: Witherington Construction Corporation, FITZgerald Construction, LLC, Thomas Industries, Inc. DBA Thomas Construction, White-Spinner Construction, Inc., Sycamore Construction, Inc., J T Harrison Construction Co., Inc., Parsco, LLC DBA Parsco Construction, LLC, Lord & Son Construction, Inc., Ben M Radcliff Contractor, Inc., and Eric Lazzari Construction, LLC; and 2) Rejected the applications of the following ten (10) applicants as non-qualified: The Highland Group, Bayshore Construction Co., Inc., D & B Builders, Inc., Stephens Construction and Concrete, Inc., PCI Support Services, LLC, Abuck Incorporated, G A West & Company, Inc., Gordon & Zakary, Inc., M W Rogers Construction Co., LLC, and Triptek Construction, LLC; and 3) Authorized the Purchasing Director and the Architect to bid the project.

Background: Bids opened in the Purchasing Conference Room on April 14, 2021, at 2:00 P.M. Four (4) bids were received. The lowest bid was received from Lord & Son Construction, Inc., in the base bid amount of \$2,135,000.00. The bid included one (1) add Alternate. The Highway Department does not want Alternate #1 for installing PEMB storage apparatus within the stop area in the amount of \$40,336.00 awarded. The bid amount exceeded the budgeted for this project. The Commission budgeted \$1,950,000.00 for this project in FY20. This project has an estimated tax savings of \$73,439.00. The additional funding of \$185,000.00 needed to fund this project will come from the 1 cent Sales Tax that is allocated for Highway. The architect, Nicholas Gray has submitted the certified Bid Tabulation and letter of award recommendation for Commission review.

FINANCIAL IMPACT

Total cost of recommendation: \$2,135,000.00

Budget line item(s) to be used: 11153112.55240

If this is not a budgeted expenditure, does the recommendation create a need for funding?

Budgeted Amount was \$1,950,000.00 and the remaining \$185,000.00 to fund this project will come from 1 Cent Sales Tax that is allocated for Highway.

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

Yes

Reviewed/approved by: Brad Hicks, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/04/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter to Bidders

Additional instructions/notes: N/A

BID TABULATION
BALDWIN COUNTY COMMISSION

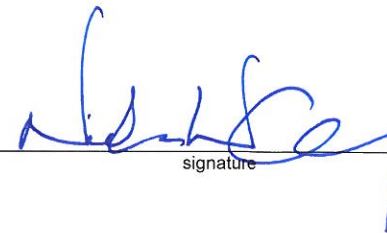
PROJECT NAME: Baldwin County Commission Area 200 Highway Maintenance Facility										
ADDRESS: 22220 West Blvd., Silverhill, AL 36576										
BID OPENING DATE: 4/14/2021			TIME: 2:00 PM			LOCATION: Baldwin County Purchasing Office				
OUTSIDE OF ENVELOPE INFORMATION				ENVELOPE CONTENTS		BID FORM				NOTES
BIDDER NAME	GENERAL C LICENSE	CHANGES	PROPOSAL FORM	BID BOND OR CHECK	ADDENDA ACKNOWLEDGED (1) ISSUED	BASE BID	ALTERNATE #1 (Add for PEMB Storage @ Shop)	TOTAL BASE BID (NO ALTERNATES)	TOTAL BASE BID (INCLUDING ALTERNATE #1)	
Fitzgerald Construction, LLC	Y	<div>+</div> <div>- \$53,000.00</div>	Y	Y	Y	\$2,500,000.00	\$47,000.00	\$2,447,000.00	\$2,494,000.00	
Lord & Son Construction, Inc.	Y	<div>+</div> <div>-</div>	Y	Y	Y	\$2,135,000.00	\$40,336.00	\$2,135,000.00	\$2,175,336.00	
ParsCo Construction, LLC	Y	<div>+</div> <div>-</div>	Y	Y	Y	\$2,190,000.00	\$44,000.00	\$2,190,000.00	\$2,234,000.00	
Sycamore Construction, Inc.	Y	<div>+</div> <div>-</div>	Y	Y	Y	\$2,238,670.00	\$51,000.00	\$2,238,670.00	\$2,289,670.00	
		<div>+</div> <div>-</div>								
		<div>+</div> <div>-</div>								
		<div>+</div> <div>-</div>								

I certify that the above bid(s) were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Watermark Design Group, LLC
company

Nicholas Gray
name

Project Manager
title


signature



Date: Wednesday, April 21, 2021

Baldwin County Commission
Purchasing Department
257 Hand Avenue, Annex III
Bay Minette, AL 36507

Attn: Wanda Gautney, Purchasing Director

**RE: AWARD RECOMMENDATION – Baldwin County Commission Area 200
Highway Maintenance Facility**

Mrs. Gautney,

Bids were received at the time and place as stated within the Issued for Bid Documents. Four (4) bid packages were received and checked-in prior to the 2:00PM deadline.

The bids were opened at 2:01PM in the Purchasing Department's Conference Room and read aloud in the presence of representatives of the Owner, Architect and Bidders.

The apparent low bidder, Lord & Son Construction, Inc., submitted a Total Base Bid of \$2,135,000.00. The next low was \$2,190,000.00 and the high bid was \$2,447,000.00. There is roughly a 14% difference in the Total Base Bids submitted. All four bids were for a Contract Time of three hundred twenty (320) calendar days.

There was one Alternate for the project. Alternate #1 was for the addition (add) of a PEMB storage apparatus within the shop area. Due to budget constraints, we do not recommend accepting Alternate #1.

The bid package submitted by Lord & Son Construction, Inc., was reviewed and found to be complete with no irregularities. The Subcontractor List was also submitted prior to the 24-hour deadline after bid time as requested. We have verified that Lord & Son Construction, Inc. has a current Alabama General Contractor license with the appropriate classification and bid limit.

Therefore, in consideration of the low bid as submitted by Lord & Son Construction, Inc. having been submitted with no irregularities, it is my recommendation that a negotiation and award process be initiated, within the boundaries of Alabama Bid Law, to Lord & Son Construction, Inc.



watermark
DESIGN

This recommendation is provided for your use in consideration of award of the Contract.
Please let me know if I can be of further assistance.

Sincerely,
For the Firm

John A. McArthur, III, AIA
Architect, President
Watermark Design Group, LLC



CONSTRUCTION CONTRACT

This Construction Contract is entered this _____ day of _____ in the year of 2021

between the **OWNER,**

**Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507**

and the **CONTRACTOR,**

**Lord & Son Construction, Inc.
19 David Street
Ft. Walton Beach, FL 32547
AL GC License# 12776**

for the **WORK** of the Project, identified as:

Baldwin County Commission Area 200 HWY MAINTENANCE FACILITY and as identified in Contract Documents.

The **CONTRACT DOCUMENTS** are dated _____, 2021 and have been amended by **ADDENDA;**

The **ARCHITECT** is WATERMARK DESIGN GROUP, LLC
2970 Cottage Hill Road Suite 200
Mobile , AL 36606

The **CONTRACT SUM** is two million, one hundred thirty five thousand Dollars (\$2,135,000.00) and is the sum of the Contractor's Base Bid for the Work and the following

BID ALTERNATE ADD PRICE: \$ Not Accepted (Bid Alternate Add#1)

The **CONTRACT TIME** is three hundred twenty (320) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract (ABC Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay, and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall be commenced on a date to be specified in a Notice to Proceed issued by the Owner and shall then be substantially completed within the Contract Time.

LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at \$300 per calendar day beyond contract time.

SPECIAL PROVISIONS: None

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.

Bid Limit:

Classification:

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

OWNER	CONTRACTOR
<hr/>	<hr/>
Owner's Signature	Contractor's Signature
Name <hr/>	Name <hr/>
Title <hr/>	Title <hr/>

GENERAL CONDITIONS of the CONTRACT

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ARTICLE 1 **DEFINITIONS**

Whenever the following terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

A. Not Used

- B. ARCHITECT:** The Architect is the person or entity lawfully licensed to practice architecture in the State of Alabama, who is under contract with the Owner as the primary design professional for the Project and identified as the Architect in the Construction Contract. The term "Architect" means the Architect or the Architect's authorized representative. If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect. If the primary design professional for the Project is a Professional Engineer, the term "Engineer" shall be substituted for the term "Architect" wherever it appears in this document.

C. Not Used

D. Not Used

- E. CONTRACT:** The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:
- (1) Construction Contract
 - (2) Performance and Payment Bonds
 - (3) Conditions of the Contract (General, Supplemental, and other Conditions)
 - (4) Specifications
 - (5) Drawings
 - (6) Contract Change Orders
 - (7) Modifications to the Construction Contract (applicable to PSCA Projects)
- F. CONTRACT SUM:** The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term “Contract Sum” means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.
- G. CONTRACT TIME:** The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner. The Date of Substantial Completion is the date established in accordance with Article 32. The term “Contract Time” means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- H. CONTRACTOR:** The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.
- I. DEFECTIVE WORK:** The term “Defective Work” shall apply to: (1) any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, (2) in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, (3) substitutions and deviations not properly submitted and approved or otherwise authorized, (4) temporary supports, structures, or construction which will not produce the results required by the Contract Documents, and (5) materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.
- J. Not Used.**
- K. DRAWINGS:** The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections,

details, schedules, and diagrams.

- L. NOTICE TO PROCEED:** A proceed order issued by the Owner, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.
- M. OWNER:** The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative. The term “Owner” as used herein shall be synonymous with the term “Awarding Authority” as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.
- N. THE PROJECT:** The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.
- O. PROJECT MANUAL:** The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.
- P. SPECIFICATIONS:** The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.
- Q. SUBCONTRACTOR:** A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term “Subcontractor” means a Subcontractor or its authorized representatives.
- R. THE WORK:** The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor’s obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2

INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

B. COMPLEMENTARY DOCUMENTS

The Contract Documents are complementary. If Work is required by one Contract Document, the

Contractor shall perform the Work as if it were required by all of the Contract Documents. However, the Contractor shall be required to perform Work only to the extent that is consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

C. ORDER of PRECEDENCE

Should any discrepancy arise between the various elements of the Contract Documents, precedence shall be given to them in the following order unless to do so would contravene the apparent Intent of the Contract Documents stated in preceding Paragraph A:

- (1) The Construction Contract.
- (2) Addenda, with those of later date having precedence over those of earlier date.
- (3) Supplementary Conditions (or other Conditions which modify the General Conditions of the Contract).
- (4) General Conditions of the Contract.
- (5) The Specifications.
- (6) Details appearing on the Drawings; large scale details shall take precedence over smaller scale details.
- (7) The Drawings; large scale drawings shall take precedence over smaller scale drawings.

D. ORGANIZATION

Except as may be specifically stated within the technical specifications, neither the organization of the Specifications into divisions, sections, or otherwise, nor any arrangement of the Drawings shall control how the Contractor subcontracts portions of the Work or assigns Work to any trade.

E. INTERPRETATION

(1) The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of the Contract Documents stated in preceding Paragraph A. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operative condition ready for use or subsequent construction or operation of the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

(2) Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

(3) Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement for Bids.

(4) In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

(5) Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

(6) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

F. SEVERABILITY.

The partial or complete invalidity of any one or more provision of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

By executing the Construction Contract the Contractor represents to the Owner:

- A. The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.
- B. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.
- C. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

Unless otherwise provided in the Contract Documents, ten sets of Drawings and Project Manuals shall be furnished to the Contractor by the Architect without charge. Other copies requested will be furnished at reproduction cost.

ARTICLE 5
OWNERSHIP of DRAWINGS

All original or duplicated Drawings, Specifications, and other documents prepared by the Architect, and furnished to the Contractor are the property of the Architect and are to be used solely for this Project and not to be used in any manner for other work. Upon completion of the Work, all copies of Drawings and Specifications, with the exception of the Contractor's record set, shall be returned or accounted for by the Contractor to the Architect, on request.

ARTICLE 6
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

(1) The term “Construction Methods” means the construction means, methods, techniques, sequences, and procedures utilized by the Contractor in performing the Work. The Contractor is solely responsible for supervising and coordinating the performance of the Work, including the selection of Construction Methods, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Contractor is solely and completely responsible for job site safety, including the protection of persons and property in accordance with Article 14.

(3) The Contractor shall be responsible to the Owner for acts and omissions of not only the Contractor and its agents and employees, but all persons and entities, and their agents and employees, who are performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

(4) The Contractor shall be responsible to inspect the in-progress and completed Work to verify its compliance with the Contract Documents and to insure that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work.

B. SUPERINTENDENT

(1) The Contractor shall employ and maintain a competent level of supervision for the performance of the Work at the Project site, including a superintendent who shall: (a) have full authority to receive instructions from the Architect or Owner and to act on those instructions and (b) be present at the Project site at all times during which Work is being performed.

(2) Before beginning performance of the Work, the Contractor shall notify the Architect in writing of the name and qualifications of its proposed superintendent so that the Owner may review the individual’s qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent for the Owner’s review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the Project site.

C. EMPLOYEES

The Contractor shall permit only fit and skilled persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. The Contractor will remove from its employment on the Project any person who deliberately or persistently produces non-conforming Work or who fails or refuses to conform to reasonable rules of personal conduct contained in the Contract Documents or implemented by the Owner and delivered to the Contractor in writing during the course of the Work.

ARTICLE 7

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

A. In order to facilitate assembly and installation of the Work in accordance with the Contract

Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.

- B.** If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.

 - (1)** The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
 - (2)** The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- C.** If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.
- D.** If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

ARTICLE 8

SURVEYS by CONTRACTOR

- A.** The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.
- B.** The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including grade stakes, batter boards and other working points, lines and elevations. If the Work involves alteration of or addition to existing structures or improvements, the Contractor shall locate and measure elements of the existing conditions as is necessary to facilitate accurate fabrication, assembly, and installation of new Work in the relationship, alignment, and/or connection to the existing structure or improvement as is shown in the Contract Documents.

ARTICLE 9
SUBMITTALS

- A. Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- B. The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.
- C. The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.
- D. By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:
 - (1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
 - (2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and with the Contractor's intended Construction Methods.
- E. The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.
- F. In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Architect's attention.
- G. If the Contract Documents specify that a Submittal is to be prepared and sealed by a registered architect or licensed engineer retained by the Contractor, all drawings, calculations, specifications, and certifications of the Submittal shall bear the Alabama seal of registration and signature of the registered/licensed design professional who prepared them or under whose supervision they were prepared. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such a Submittal, provided that all performance and design criteria that such Submittal must satisfy are sufficiently specified in the Contract Documents. The Architect will review, approve or take other appropriate action on such a Submittal only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design

criteria specified in the Contract Documents.

H. DEVIATIONS

(1) The Architect is authorized by the Owner to approve “minor” deviations from the requirements of the Contract Documents. “Minor” deviations are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Deviations which are not “minor” may be authorized only by the Owner through the Change Order procedures of Article 19.

(2) Any deviation from the requirements of the Contract Documents contained in a Submittal shall be clearly identified as a “Deviation from Contract Requirements” (or by similar language) within the Submittal and, in a letter transmitting the Submittal to the Architect, the Contractor shall direct the Architect’s attention to, and request specific approval of, the deviation. Otherwise, the Architect’s approval of a Submittal does not constitute approval of deviations from the requirements of the Contract Documents contained in the Submittal.

(3) The Contractor shall bear all costs and expenses of any changes to the Work, changes to work performed by the Owner or separate contractors, or additional services by the Architect required to accommodate an approved deviation unless the Contractor has specifically informed the Architect in writing of the required changes and a Change Order has been issued authorizing the deviation and accounting for such resulting changes and costs.

I. ARCHITECT’S REVIEW and APPROVAL

(1) The Architect will review the Contractor’s Submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and will approve or take other appropriate action upon them. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities nor to substantiate installation instructions or performance of equipment or systems, all of which remain the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(2) The Architect will review and respond to all Submittals with reasonable promptness to avoid delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time to permit adequate review.

(3) No corrections or changes to Submittals indicated by the Architect will be considered as authorizations to perform Extra Work. If the Contractor considers such correction or change of a Submittal to require Work which differs from the requirements of the Contract Documents, the Contractor shall promptly notify the Architect in writing in accordance with Article 20, Claims for Extra Cost or Extra Work.

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

A. “AS ISSUED” SET

The Contractor shall maintain at the Project site, in good order, at least one copy of all Addenda, Change Orders, supplemental drawings, written directives and clarifications, and approved Submittals intact as issued, and an updated construction schedule.

B. “POSTED” SET

The Contractor shall maintain at the Project site, in good order, at least one set of the Drawings and Project Manual into which the Contractor has “posted”(incorporated) all Addenda, Change Orders, supplemental drawings, clarifications, and other information pertinent to the proper performance of the Work. The Contractor shall assure that all sets of the Drawings and Project Manuals being used by the Contractor, Subcontractors, and suppliers are “posted” with the current information to insure that updated Contract Documents are used for performance of the Work.

C. RECORD SET

One set of the Drawings and Project Manual described in Paragraph B shall be the Contractor’s record set in which the Contractor shall record all field changes, corrections, selections, final locations, and other information as will be duplicated on the “As-built” documents required under Article 11. The Contractor shall record such “as-built” information in its record set as it becomes available through progress of the Work. The Contractor’s performance of this requirement shall be subject to confirmation by the Architect at any time as a prerequisite to approval of Progress Payments.

- D.** The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, BC Project Inspector, and their representatives.

ARTICLE 11
“AS-BUILT” DOCUMENTS

- A.** Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of “As-built” documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of “As-built” documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.

- B.** The Contractor shall use the following methods for incorporating information into the “As-built” documents:

(1) Drawings

(a) To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.

(b) Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.

(c) Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.

(d) Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.

(e) Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.

(2) Project Manual

(a) A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.

(b) Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.

(c) Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.

- C. Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the “As-built” documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

ARTICLE 12

PROGRESS SCHEDULE

(Not applicable if the Contract Time is 60 days or less.)

- A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect’s review and approval of the Contractor’s construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.
- B. If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using ABC’ Form C-11, “Progress Schedule and Report”, (contained in the Project Manual) or similar format of suitable scale and detail to indicate the percentage of Work scheduled to be completed at the end of each month. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.
- C. If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, ABC Form C-11 shall also be prepared, updated, and submitted as described in preceding Paragraph B.
- D. The Contractor’s construction schedule shall be used by the Contractor, Architect, and Owner to

determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 13

EQUIPMENT, MATERIALS, and SUBSTITUTIONS

- A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.
- B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter referred to as "source"), and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of Paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the Architect's written approval of the substitution.
- C. If the Contract Documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by "or approved equal" or similar wording, the Contractor may make substitution only after evaluation by the Architect and execution of an appropriate Contract Change Order.
- D. If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

ARTICLE 14

SAFETY and PROTECTION of PERSONS and PROPERTY

- A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state,

county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.

- B.** The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:

 - (1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;
 - (2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
 - (3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.
- C.** The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- D.** The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.
- E.** The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.
- F.** If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.
- G.** The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.
- H.** The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
- I.** The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.

- J. The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

ARTICLE 15

HAZARDOUS MATERIALS

- A. A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- B. If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and immediately notify the Architect and Owner of the condition in writing.
- C. The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.
- D. After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.
- E. The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

ARTICLE 16

INSPECTION of the WORK

A. GENERAL

(1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the

subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, BC Project Inspector, any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.

(2) The Architect, Owner, Director, BC Project Inspector, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.

(3) The Architect will inspect the Work as a representative of the Owner.

(4) The Contractor may be charged by the Owner for any extra cost of inspection incurred by the Owner or Architect on account of material and workmanship not being ready at the time of inspection set by the Contractor.

B. TYPES of INSPECTIONS

(1) **SCHEDULED INSPECTIONS and CONFERENCES.** Scheduled Inspections and Conferences are conducted by the Architect, scheduled by the Architect in coordination with the Contractor and BC Project Inspector, and are attended by the Contractor and applicable Subcontractors, suppliers and manufacturers, and the BC Project Inspector. Scheduled Inspections and Conferences of this Contract include:

(a) **Pre-construction Conference.**

(b) **Pre-roofing Conference** (not applicable if the Contract involves no roofing work)

(c) **Above Ceiling Inspection(s):** An above ceiling inspection of all spaces in the building is required before the ceiling material is installed. Above ceiling inspections are to be conducted at a time when all above ceiling systems are complete and tested to the greatest extent reasonable pending installation of the ceiling material. System identifications and markings are to be complete. All fire-rated construction including fire-stopping of penetrations and specified identification above the ceiling shall be complete. Ceiling framing and suspension systems shall be complete with lights, grilles and diffusers, access panels, fire protection drops for sprinkler heads, etc., installed in their final locations to the greatest extent reasonable. Above ceiling framing to support ceiling mounted equipment shall be complete. The above ceiling construction shall be complete to the extent that after the inspection the ceiling material can be installed without disturbance.

(d) **Final Inspection(s):** A Final Inspection shall establish that the Work, or a designated portion of the Work, is Substantially Complete in accordance with Article 32 and is accepted by the Architect, Owner, and BC Project Inspector as being ready for the Owner's occupancy or use. At the conclusion of this inspection, items requiring correction or completion ("punch list" items) shall be minimal and require only a short period of time for accomplishment to establish Final Acceptance of the Work. If the Work, or designated portion of the Work, includes the installation, or modification, of a fire alarm system or other life safety systems essential to occupancy, such systems shall have been tested and appropriately certified before the Final Inspection.

(e) **Year-end Inspection(s):** An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one year warranty period(s). The subsequent delivery of the Architect's report of this inspection will serve as confirmation that

the Contractor was notified of Defective Work found within the warranty period in accordance with Article 35.

(2) PERIODIC INSPECTIONS. Periodic Inspections are conducted throughout the course of the Work by the Architect, the Architect's consultants, their representatives, and the BC Project Inspector, jointly or independently, with or without advance notice to the Contractor.

(3) SPECIFIED INSPECTIONS and TESTS. Specified Inspections and Tests include inspections, tests, demonstrations, and approvals that are either specified in the Contract Documents or required by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction, to be performed by the Contractor, one of its Subcontractors, or an independent testing laboratory or firm (whether paid for by the Contractor or Owner).

C. INSPECTIONS by the ARCHITECT

(1) The Architect is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations as defined in Article 9 and "minor" changes as defined in Article 19), to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner.

(2) The Architect will visit the site at intervals appropriate to the stage of the Contractor's operations and as otherwise necessary to:

- (a)** become generally familiar with the in-progress and completed Work and the quality of the Work,
- (b)** determine whether the Work is progressing in general accordance with the Contractor's schedule and is likely to be completed within the Contract Time,
- (c)** visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor's performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,
- (d)** endeavor to guard the Owner against Defective Work,
- (e)** review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and
- (f)** keep the Owner fully informed about the Project.

(3) The Architect shall have the authority to reject Defective Work or require its correction, but shall not be required to make exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of Defective Work. However, it shall be an obligation of the Architect to report in writing, to the Owner, Contractor, and BC Project Inspector, any Defective Work recognized by the Architect.

(4) The Architect shall have the authority to require the Contractor to stop work only when, in the Architect's reasonable opinion, such stoppage is necessary to avoid Defective Work. The Architect shall not be liable to the Contractor or Owner for the consequences of any decisions made by the Architect in good faith either to exercise or not to exercise this authority.

(5) "Inspections by the Architect" includes appropriate inspections by the Architect's consultants as dictated by their respective disciplines of design and the stage of the Contractor's operations.

D. Not Used

E. UNCOVERING WORK

(1) If the Contractor covers a portion of the Work before it is examined by the Architect and this is contrary to the Architect's request or specific requirements in the Contract Documents, then, upon written request of the Architect, the Work must be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

(2) Without a prior request or specific requirement that Work be examined by the Architect before it is covered, the Architect may request that Work be uncovered for examination and the Contractor shall uncover it. If the Work is in accordance with the Contract Documents, the Contract Sum shall be equitably adjusted under Article 19 to compensate the Contractor for the costs of uncovering and replacement. If the Work is not in accordance with the Contract Documents, uncovering, correction, and replacement shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

F. SPECIFIED INSPECTIONS and TESTS

(1) The Contractor shall schedule and coordinate Specified Inspections and Tests to be made at appropriate times so as not to delay the progress of the Work or the work of the Owner or separate contractors. If the Contract Documents require that a Specified Inspection or Test be witnessed or attended by the Architect or Architect's consultant, the Contractor shall give the Architect timely notice of the time and place of the Specified Inspection or Test. If a Specified Inspection or Test reveals that Work is not in compliance with requirements of the Contract Documents, the Contractor shall bear the costs of correction, repeating the Specified Inspection or Test, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services. Through appropriate Contract Change Order the Owner shall bear costs of tests, inspections or approvals which become Contract requirements subsequent to the receipt of bids.

(2) If the Architect, Owner, or public authority having jurisdiction determines that inspections, tests, demonstrations, or approvals in addition to Specified Inspections and Tests are required, the Contractor shall, upon written instruction from the Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the architect of the time and place of their performance. Related costs shall be borne by the Owner unless the procedures reveal that Work is not in compliance with requirements of the Contract Documents, in which case the Contractor shall bear the costs of correction, repeating the procedures, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services.

(3) Unless otherwise required by the Contract Documents, required certificates of Specified Inspections and Tests shall be secured by the Contractor and promptly delivered to the Architect.

(4) Failure of any materials to pass Specified Inspections and Tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material for use in the Work.

ARTICLE 17 CORRECTION of DEFECTIVE WORK

- A. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.
- B. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.
- C. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to: **(1)** additional testing and inspections, including repeating Specified Inspections and Tests, **(2)** reasonable services and expenses of the Architect, and **(3)** the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

ARTICLE 18

DEDUCTIONS for UNCORRECTED WORK

If the Owner deems it advisable and in the Owner's interest to accept Defective Work, the Owner may allow part or all of such Work to remain in place, provided an equitable deduction from the Contract Sum, acceptable to the Owner, is offered by the Contractor.

ARTICLE 19

CHANGES in the WORK

A. GENERAL

(1) The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Contract, including changes in the Drawings, Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions of the Work. The Architect is authorized by the Owner to direct "minor" changes in the Work by written order to the Contractor. "Minor" changes in the Work are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Changes in the Work which are not "minor" may be authorized only by the Owner.

(2) If the Owner directs a change in the Work, the change shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.

(3) Subject to compliance with Alabama's Public Works Law, the Owner may, upon agreement by the Contractor, incorporate previously unawarded bid alternates into the Contract.

(4) In the event of a claim or dispute as to the appropriate adjustment to the Contract Sum or Contract Time due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute pursuant to Article 24.

(5) Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.

(6) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner through the Architect.

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by the Owner:

(1) **Lump Sum.** By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(2) **Unit Price.** By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

(3) **Force Account.** By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

(a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;

(b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;

(c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;

(d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;

(e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and

(f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's

indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Architect in writing that the change will increase the time required to complete the Work. Such notice shall be provided no later than:

- (a) with the Contractor's cost proposal stating the number of days of extension requested, or
- (b) within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.

(2) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

D. CHANGE ORDER PROCEDURES

(1) If the Owner proposes to make a change in the Work, the Architect will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Architect a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.

(2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner, through the Architect, will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

(3) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractor and Owner, the Architect will prepare an appropriate Contract Change Order for execution. Upon receipt of the fully executed Contract Change Order, the Contractor shall proceed with the change.

(4) In advance of delivery of a fully executed Contract Change Order, the Architect may furnish to the Contractor a written authorization to proceed with an agreed change. However, such an authorization shall be effective only if it:

- (a) identifies the Contractor's accepted or negotiated proposal for the change,
- (b) states the agreed adjustments, if any, in Contract Sum and Contract Time,
- (c) states that funds are available to pay for the change, and
- (d) is signed by the Owner.

(5) If the Contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for a change, the Owner, through the Architect, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

(6) If the Contractor does not promptly respond to a request for a proposal, or the Owner determines that the change is essential to the final product of the Work and that the change must be effected immediately to avoid delay of the Project, the Owner may:

(a) determine with the Contractor a sufficient maximum amount to be authorized for the change and

(b) direct the Contractor to proceed with the change on a Force Account basis pending delivery of the Contractor's proposal, stating the maximum increase in the Contract Sum that is authorized for the change.

(7) Pending agreement of the parties or final resolution of any dispute of the total amount due the Contractor for a change in the Work, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by an interim Change Order indicating the parties' agreement with part of all of such costs or time extension. Once a dispute is resolved, it shall be implemented by preparation and execution of an appropriate Change Order.

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

- A. If the Contractor considers any instructions by the Architect, Owner, BC Project Inspector, or public authority having jurisdiction to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Architect written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or oral clarifications, directions, instructions, interpretations, or determinations.
- B. The Contractor's notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances, and source of the instructions, (2) that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and (3) an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.
- C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.
- D. Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:
- (1) The cited instruction is rescinded.
- (2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.
- (3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.

- E. If the Architect's response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect's response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes

ARTICLE 21

DIFFERING SITE CONDITIONS

A. DEFINITION

"Differing Site Conditions" are:

- (1) subsurface or otherwise concealed physical conditions at the Project site which differ materially from those indicated in the Contract Documents, or
- (2) unknown physical conditions at the Project site which are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in construction activities of the character required by the Contract Documents.

B. PROCEDURES

If Differing Site Conditions are encountered, then the party discovering the condition shall promptly notify the other party before the condition is disturbed and in no event later than ten days after discovering the condition. Upon such notice and verification that a Differing Site Condition exists, the Architect will, with reasonable promptness and with the Owner's concurrence, make changes in the Drawings and/or Specifications as are deemed necessary to conform to the Differing Site Condition. Any increase or decrease in the Contract Sum or Contract Time that is warranted by the changes will be made as provided under Article 19, Changes in the Work. If the Architect determines a Differing Site Condition has not been encountered, the Architect shall notify the Owner and Contractor in writing, stating the reason for that determination.

ARTICLE 22

CLAIMS for DAMAGES

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after the discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 23

DELAYS

- A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided,

however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.

- B.** Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
- (1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
 - (2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
 - (3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.
- C.** Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.
- D.** The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to delays claimed pursuant to this Article unless the delay was caused by the Owner or Architect and was either:
- (1) the result of bad faith or active interference or
 - (2) beyond the contemplation of the parties and not remedied within a reasonable time after notification by the Contractor of its presence.

ARTICLE 24

RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

- (1) As used in this Article, “Claims and Disputes” include claims or disputes asserted by the Contractor, its Surety, or Owner arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Owner regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.

(2) “Resolution” addressed in this Article applies only to Claims and Disputes arising between the Contractor (or its Surety) and Owner and asserted after execution of the Construction Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.

B. CONTINUANCE of PERFORMANCE

An unresolved Claim or Dispute shall not be just cause for the Contractor to fail or refuse to proceed diligently with performance of the Contract or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

C. GOOD FAITH EFFORT to SETTLE

The Contractor and Owner agree that, upon the assertion of a Claim by the other, they will make a good faith effort, with the Architect’s assistance and advice, to achieve mutual resolution of the Claim. If mutually agreed, the Contractor and Owner may endeavor to resolve a Claim through mediation. If efforts to settle are not successful, the Claim shall be resolved in accordance with paragraph D or E below, whichever applies.

D. Not Used

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

If the Contract is funded in whole with funds provided by a city or county board of education or other local governmental authority and the Contract Documents do not stipulate a binding alternative dispute resolution method, the final resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner may be by any legal remedy available to the parties. Alternatively, upon the written agreement of the Contractor (or its Surety) and the Owner, final Resolution of Claims and Disputes may be by submission to binding arbitration before a neutral arbitrator or panel or by submission to the Director in accordance with preceding Paragraph D.

ARTICLE 25

OWNER’S RIGHT to CORRECT DEFECTIVE WORK

If the Contractor fails or refuses to correct Defective Work in a timely manner that will avoid delay of completion, use, or occupancy of the Work or work by the Owner or separate contractors, the Architect may give the Contractor written Notice to Cure the Defective Work within a reasonable, stated time. If within ten days after receipt of the Notice to Cure the Contractor has not proceeded and satisfactorily continued to cure the Defective Work or provided the Architect with written verification that satisfactory positive action is in process to cure the Defective Work, the Owner may, without prejudice to any other remedy available to the Owner, correct the Defective Work and deduct the actual cost of the correction from payment then or thereafter due to the Contractor.

ARTICLE 26

OWNER'S RIGHT to STOP or SUSPEND the WORK

A. STOPPING the WORK for CAUSE

If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated; however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.

B. SUSPENSION by the OWNER for CONVENIENCE

(1) The Owner may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Owner may determine.

(2) The Contract Sum and Contract Time shall be adjusted, pursuant to Article 19, for reasonable increases in the cost and time caused by an Owner-directed suspension, delay or interruption of Work for the Owner's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Owner.

ARTICLE 27

OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

(1) **Causes:** The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:

- (a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;
- (b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will ensure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
- (c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will ensure that the Work, when fully completed, will be in accordance with the Contract Documents;
- (d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
- (e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or
- (f) is otherwise guilty of a substantial breach of the Contract.

(2) **Procedure for Unbonded Construction Contracts (Generally, contracts less than \$50,000):**

- (a) **Notice to Cure:** In the presence of any of the above conditions the Architect may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination without giving the Contractor another Notice to Cure.

(d) At the expiration of the seven days of the termination notice, the Owner may:

.1 take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

(e) The Contractor shall not be entitled to receive further payment under the Contract until the Work is completed.

(f) If the Owner's cost of completing the Work, including correction of Defective Work, compensation for additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees due to the default and termination, is less than the unpaid balance of the Contract Sum, the excess balance less liquidated damages for delay shall be paid to the Contractor. If such cost to the Owner including attorney's fees, plus liquidated damages, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Final Resolution of any claim or Dispute involving the termination or any amount due any party as a result of the termination shall be pursuant to Article 24.

(g) Upon the Contractor's request, the Owner shall furnish to the Contractor a detailed accounting of the Owner's cost of completing the Work.

(3) Procedure for Bonded Construction Contracts (Generally, contracts over \$50,000):

(a) Notice to Cure: In the presence of any of the above conditions the Architect may give the Contractor and its Surety written Notice to Cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor and its Surety written notice declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a Notice of Termination without giving the Contractor another Notice to Cure.

(d) Demand on the Performance Bond: With the Notice of Termination the Owner shall give the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation to take charge of and complete the Work in accordance with the terms of the Performance Bond.

(e) Surety Claims: Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However,

the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner or Architect prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner, through the Architect, written notice within twenty-one days after first recognizing the condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner, through the Architect, no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment becomes due. Final resolution of Surety Claims shall be pursuant to Article 24, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

(f) Payments to Surety: The Surety shall be paid for completing the Work in accordance with the Contract Documents as if the Surety were the Contractor. The Owner shall have the right to deduct from payments to the Surety any reasonable costs incurred by the Owner, including compensation for additional architectural, engineering, managerial, and administrative services, and attorneys' fees as necessitated by termination of the Contractor and completion of the Work by the Surety. No further payments shall be made to the Contractor by the Owner. The Surety shall be solely responsible for any accounting to the Contractor for the portion of the Contract Sum paid to Surety by Owner or for the costs and expenses of completing the Work.

(4) Wrongful Termination: If any notice of termination by the Owner for cause, made in good faith, is determined to have been wrongly given, such termination shall be effective and compensation therefore determined as if it had been a termination for convenience pursuant to Paragraph B below.

B. TERMINATION by the OWNER for CONVENIENCE

(1) The Owner may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Owner that such termination is in the Owner's best interest. Such termination is referred to herein as Termination for Convenience.

(2) Upon receipt of a written notice of Termination for Convenience from the Owner, the Contractor shall:

- (a)** stop Work as specified in the notice;
- (b)** enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
- (c)** terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
- (d)** take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and
- (e)** complete performance of the Work that is not terminated.

(3) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Article 19, Changes in the Work. The

Contractor shall be entitled to receive payment for reasonable anticipated overhead (“home office”) and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Article 24.

ARTICLE 28

CONTRACTOR’S RIGHT to SUSPEND or TERMINATE the CONTRACT

A. SUSPENSION by the OWNER

If all of the Work is suspended or delayed for the Owner’s convenience or under an order of any court, or other public authority, for a period of sixty days, through no act or fault of the Contractor or a Subcontractor, or anyone for whose acts they may be liable, then the Contractor may give the Owner a written Notice of Termination which allows the Owner fourteen days after receiving the Notice in which to give the Contractor appropriate written authorization to resume the Work. Absent the Contractor’s receipt of such authorization to resume the Work, the Contract shall terminate upon expiration of this fourteen day period and the Contractor will be compensated by the Owner as if the termination had been for the Owner’s convenience pursuant to Article 27.B.

B. NONPAYMENT

The Owner’s failure to pay the undisputed amount of an Application for Payment within sixty days after receiving it from the Architect (Certified pursuant to Article 30) shall be just cause for the Contractor to give the Owner fourteen days’ written notice that the Work will be suspended pending receipt of payment but that the Contract shall terminate if payment is not received within fourteen days (or a longer period stated by the Contractor) of the expiration of the fourteen day notice period.

(1) If the Work is then suspended for nonpayment, but resumed upon receipt of payment, the Contractor will be entitled to compensation as if the suspension had been by the Owner pursuant to Article 26, Paragraph B.

(2) If the Contract is then terminated for nonpayment, the Contractor will be entitled to compensation as if the termination had been by the Owner pursuant to Article 27, Paragraph B.

ARTICLE 29

PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

Unless otherwise provided in the Contract Documents, the Owner will make payments to the Contractor as the Work progresses based on monthly estimates prepared and certified by the Contractor, approved and certified by the Architect, and approved by the Owner and other

authorities whose approval is required.

B. SCHEDULE of VALUES

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall be prepared on 8 1/2" x 11" paper in a format that is acceptable to the Architect and Owner and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

C. APPLICATIONS for PAYMENTS

(1) Based on the approved Schedule of Values, each monthly Application for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period. The Contractor's cost of materials and equipment not yet incorporated into the Work, but delivered and suitably stored on the site, may be considered in monthly Applications for Payment.

(2) The Contractor's estimate of the value of Work performed and stored materials must represent such reasonableness as to warrant certification by the Architect to the Owner in accordance with Article 30. Each monthly Application for Payment shall be supported by such data as will substantiate the Contractor's right to payment, including without limitation copies of requisitions from subcontractors and material suppliers.

(3) If no other date is stated in the Contract Documents or agreed upon by the parties, each monthly Application for Payment shall be submitted to the Architect on or about the first day of each month and payment shall be issued to the Contractor within thirty days after an Application for Payment is Certified pursuant to Article 30 and delivered to the Owner

D. MATERIALS STORED OFF SITE

Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions:

- (1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;
- (2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;

- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and
- (5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

(1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

(2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of the materials stored for the Work; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

F. CONTRACTOR'S CERTIFICATION

(1) Each Application for Payment shall bear the Contractor's notarized certification that, to the best of the Contractor's knowledge, information, and belief, the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner and that the current payment shown in the Application for Payment has not yet been received.

(2) By making this certification the Contractor represents to the Architect and Owner that, upon receipt of previous progress payments from the Owner, the Contractor has promptly paid each Subcontractor, in accordance with the terms of its agreement with the Subcontractor, the amount due the Subcontractor from the amount included in the progress payment on account of the Subcontractor's Work and stored materials. The Architect and Owner may advise Subcontractors and suppliers regarding percentages of completion or amounts requested and/or approved in an Application for Payment on account of the Subcontractor's Work and stored materials.

G. PAYMENT ESTABLISHES OWNERSHIP

All material and Work covered by progress payments shall become the sole property of the Owner, but the Contractor shall not be relieved from the sole responsibility for the care and protection of material and Work upon which payments have been made and for the restoration of any damaged material and Work.

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

- A. The Architect's review, approval, and certification of Applications for Payment shall be based on the Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect

shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.

- B.** Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Architect will take one of the following actions:
- (1)** The Architect will approve and certify the Application as submitted and forward it as a Certification for Payment for approval by the Owner (and other approving authorities, if any) and payment.
 - (2)** If the Architect takes exception to any amounts claimed by the Contractor and the Contractor and Architect cannot agree on revised amounts, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to certify to the Owner, transmitting a copy of same to the Contractor.
 - (3)** To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 31, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.
- C.** Neither the Architect's issuance of a Certificate for Payment nor the Owner's resulting progress payment shall be a representation to the Contractor that the Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.
- D.** The Architect shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 31

PAYMENTS WITHHELD

- A.** The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:
- (1)** Defective Work;
 - (2)** filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
 - (3)** the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
 - (4)** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - (5)** damage suffered by the Owner or another contractor caused by the Contractor, a Subcontractor, or anyone for whose acts they may be liable;
 - (6)** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages; or
 - (7)** the Contractor's persistent failure to conform to the requirements of the Contract Documents.

- B. If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.
- C. The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.
 - (1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.
 - (2) If payment has been made against the Application for Payment first including the Defective Work, the Architect will withhold the appropriate amount from the next Application for Payment submitted after the determination of noncompliance, such amount to then be withheld until the Defective Work is brought into compliance with the Contract Documents.
- D. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.
- E. The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.

ARTICLE 32

SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, and the Owner.
- B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.
- C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor's notice for a Final Inspection, the Architect will advise the Contractor in writing of any conditions of the Work which the Architect or Owner is

aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor's notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.

D. CERTIFICATE of SUBSTANTIAL COMPLETION

(1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and Architect.

(2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:

- (a) the Work, or designated portion of the Work, is accepted by the Architect and the Owner.
- (b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance) , and
- (c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.

(3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the "punch list" accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.

(4) If the Work or designated portion covered by a Certificate of Substantial Completion includes roofing work, the General Contractor's (5-year) Roofing Guarantee, ABC Form C-9, must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Contract Documents specify any other roofing warranties to be provided by the roofing manufacturer, Subcontractor, or Contractor, they must also be attached to the Certificate of Substantial Completion.

E. The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, including additional Architectural services and expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

Prior to completion of the entire Work, the Owner may occupy or begin utilizing any designated portion of the Work on the agreed Date of Substantial Completion of that portion of the Work.

B. BEFORE SUBSTANTIAL COMPLETION

- (1) The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.
- (2) The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:
 - (a) The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.
 - (b) The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).
 - (c) The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.
 - (d) The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.
 - (e) The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

**ARTICLE 34
FINAL PAYMENT**

A. PREREQUISITES to FINAL PAYMENT

The following conditions are prerequisites to Final Payment becoming due the Contractor:

- (1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.
- (2) Final Acceptance of the Work.
- (3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements of the Contract Documents; such as delivery of "as-built" documents, operating and maintenance manuals, warranties, etc.
- (4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Delivery by the Contractor to the Owner through the Architect of a Release of Claims and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.
- (7) Consent of Surety, if any, to Final Payment to Contractor.
- (8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.

B. FINAL ACCEPTANCE of the WORK

"Final Acceptance of the Work" shall be achieved when all "punch list" items recorded with the

Certificate(s) of Substantial Completion are accounted for by either: **(1)** their completion or correction by the Contractor and acceptance by the Architect, Owner, and BC Project Inspector, or **(2)** their resolution under Article 18, Deductions for Uncorrected Work.

C. ADVERTISEMENT for COMPLETION

(1) Not Used.

(2) If the Contract Sum is more than \$50,000: The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of four successive weeks in some newspaper of general circulation published within the city or county where the Work was performed. Proof of publication of the Advertisement for Completion, in duplicate, shall be made by the Contractor to the Architect by affidavit of the publisher and a printed copy of the Advertisement for Completion published, in duplicate. If no newspaper is published in the county where the work was done, the notice may be given by posting at the Court House for thirty days and proof of same made by Probate Judge or Sheriff and the Contractor. Final payment shall not be due until thirty days after this public notice is completed.

D. RELEASE of CLAIMS

The Release of Claims and other documents referenced in Paragraph A(6) above are as follows:

(1) A release executed by Contractor of all claims and claims of lien against the Owner arising under and by virtue of the Contract, other than such claims of the Contractor, if any, as may have been previously made in writing and as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

(2) An affidavit under oath, if required, stating that so far as the Contractor has knowledge or information, there are no claims or claims of lien which have been or will be filed by any Subcontractor, Supplier or other party for labor or material for which a claim or claim of lien could be filed.

(3) A release, if required, of all claims and claims of lien made by any Subcontractor, Supplier or other party against the Owner or unpaid Contract funds held by the Owner arising under or related to the Work on the Project; provided, however, that if any Subcontractor, Supplier or others refuse to furnish a release of such claims or claims of lien, the Contractor may furnish a bond executed by Contractor and its Surety to the Owner to provide an unconditional obligation to defend, indemnify and hold harmless the Owner against any loss, cost or expense, including attorney's fees, arising out of or as a result of such claims, or claims of lien, in which event Owner may make Final Payment notwithstanding such claims or claims of lien. If Contractor and Surety fail to fulfill their obligations to Owner under the bond, the Owner shall be entitled to recover damages as a result of such failure, including all costs and reasonable attorney's fees incurred to recover such damages.

E. EFFECT of FINAL PAYMENT

(1) The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

(a) liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

- (b) failure of the Work to comply with the requirements of the Contract Documents;
- (c) terms of warranties or indemnities required by the Contract Documents, or
- (d) latent defects.

(2) Acceptance of Final Payment by the Contractor shall constitute a waiver of claims by Contractor except those previously made in writing, identified by Contractor as unsettled at the time of final Application for Payment, and specifically excepted from the release provided for in Paragraph D(1), above.

ARTICLE 35

CONTRACTOR'S WARRANTY

A. GENERAL WARRANTY

The Contractor warrants to the Owner and Architect that all materials and equipment furnished under the Contract will be of good quality and new, except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise, and that none of the Work will be Defective Work as defined in Article 1.

B. ONE-YEAR WARRANTY

(1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner or Architect, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

(2) The one-year warranty for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The one-year warranty for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion, and other Work performed after Substantial Completion, shall begin on the date of Final Acceptance of the Work. The Contractor's correction of Work pursuant to this warranty does not extend the period of the warranty. The Contractor's one-year warranty does not apply to defects or damages due to improper or insufficient maintenance, improper operation, or wear and tear during normal usage.

(3) Upon recognizing a condition of Defective Work, the Owner shall promptly notify the Contractor of the condition. If the condition is causing damage to the building, its contents, equipment, or site, the Owner shall take reasonable actions to mitigate the damage or its continuation, if practical. If the Contractor fails to proceed promptly to comply with the terms of the warranty, or to provide the Owner with satisfactory written verification that positive action is in process, the Owner may have the Defective Work replaced or corrected and the Contractor and the Contractor's Surety shall be liable for all expense incurred.

(4) Year-end Inspection(s): An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s). The subsequent delivery of the Architect's report of a Year-end Inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period.

(5) The Contractor's warranty of one year is in addition to, and not a limitation of, any other remedy stated herein or available to the Owner under applicable law.

C. NOT USED

D. SPECIAL WARRANTIES

(1) The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.

(2) The Contractor and the Contractor's Surety shall be liable to the Owner for such special warranties during the Contractor's one-year warranty; thereafter, the Contractor's obligations relative to such special warranties shall be to provide reasonable assistance to the Owner in their enforcement.

E. ASSUMPTION of GUARANTEES of OTHERS

If the Contractor disturbs, alters, or damages any work guaranteed under a separate contract, thereby voiding the guarantee of that work, the Contractor shall restore the work to a condition satisfactory to the Owner and shall also guarantee it to the same extent that it was guaranteed under the separate contract.

ARTICLE 36
INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and their commissioners, officers, supervisors, representatives, agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part, by the negligence or other fault of a party indemnified hereunder.

A. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

B. This indemnification does not extend to the liability of the Architect, or the Architect's Consultants,

agents, or employees, arising out of **(1)** the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings or specifications, or **(2)** the giving of or the failure to give directions or instructions, provided such giving or failure to give instructions is the primary cause of the injury or damage.

C. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

ARTICLE 37

CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

A. GENERAL

(1) RESPONSIBILITY. The Contractor shall be responsible to the Owner from the time of the signing of the Construction Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

(2) INSURANCE PROVIDERS. Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(3) NOTIFICATION ENDORSEMENT. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

(4) INSURANCE CERTIFICATES. The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- (a)** Name and address of authorized agent of the insurance company
- (b)** Name and address of insured
- (c)** Name of insurance company or companies
- (d)** Description of policies
- (e)** Policy Number(s)
- (f)** Policy Period(s)
- (g)** Limits of liability

- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty day notice of cancellation / non-renewal / change

(5) MAXIMUM DEDUCTIBLE. Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.

B. INSURANCE COVERAGES

Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

- .1 Bodily Injury by Accident - \$1,000,000 each accident
- .2 Bodily Injury by Disease - \$1,000,000 each employee

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
.1 General Aggregate	\$ 2,000,000.00 per Project
.2 Products, Completed Operations Aggregate	\$ 2,000,000.00 per Project
.3 Personal and Advertising Injury	\$ 1,000,000.00 per Occurrence
.4 Each Occurrence	\$ 1,000,000.00

(b) Additional Requirements for Commercial General Liability Insurance:

- .1 The policy shall name the Owner, Architect, and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.
- .2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner, Architect and their agents, consultants, and employees as additional insureds.

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

(a) Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

.1 \$ 5,000,000 per Occurrence

.2 \$ 5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

.1 The policy shall name the Owner, Architect and their agents, consultants, and employees as additional insureds.

.2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

(a) The Builder's Risk Policy shall be made payable to the Owner and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss - Special Form (current edition as of the date of Advertisement for Bids), or its equivalent. All deductibles shall be the sole responsibility of the Contractor.

(b) The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

(i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or

(ii) Partial or complete occupancy by Owner; or

(iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

C. SUBCONTRACTORS' INSURANCE

(1) **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE.** The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

(2) **LIABILITY INSURANCE.** The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

(3) **ENFORCEMENT RESPONSIBILITY.** The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor shall, upon request, provide the Architect or Owner acceptable evidence of insurance for any Subcontractor.

D. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

(1) BUILDER'S RISK INSURANCE. The obligation to insure under Subparagraph B(5) shall remain in effect until the Date of Substantial Completion as shall be established in the Certificate of Substantial Completion. In the event that multiple Certificates of Substantial Completion covering designated portions of the Work are issued, Builder's Risk coverage shall remain in effect until the Date of Substantial Completion as shall be established in the last issued Certificate of Substantial Completion. However, in the case that the Work involves separate buildings, Builder's Risk coverage of each separate building may terminate on the Date of Substantial Completion as established in the Certificate of Substantial Completion issued for each building.

(2) PRODUCTS and COMPLETED OPERATIONS. The obligation to carry Products and Completed Operations coverage specified under Subparagraph B(2) shall remain in effect for two years after the Date(s) of Substantial Completion.

(3) ALL OTHER INSURANCE. The obligation to carry other insurance coverages specified under Subparagraphs B(1) through B(4) and Paragraph C shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builder's risk insurance or other property insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall survive final acceptance and continue to apply to insured losses to the Work or other property on or adjacent to the Project.

ARTICLE 38 **PERFORMANCE and PAYMENT BONDS**

A. GENERAL

Upon signing and returning the Construction Contract to the Owner for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official.

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, unless bonds are required for this Contract in the Supplemental General Conditions.

B. PERFORMANCE BOND

Through the Performance Bond, the Surety's obligation to the Owner shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In case of default on the part of the Contractor, the Surety shall take charge of and complete the Work in accordance with the terms of the Performance Bond. Any reasonable expenses incurred by the Owner as a result of default on the part of the Contractor, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

C. PAYMENT BOND

Through the Payment Bond the Surety's obligation to the Owner shall be to guarantee that the Contractor and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating that they have a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Construction Contract by the Contractor, Architect, or Owner, whomever is recipient of the request.

D. CHANGE ORDERS

The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

E. EXPIRATION

The obligations of the Contractor's performance bond surety shall be coextensive with the contractor's performance obligations under the Contract Documents; provided, however, that the surety's obligation shall expire at the end of the one-year warranty period(s) of Article 35.

ARTICLE 39
ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to become due to the Contractor thereunder without the previous written consent of the Owner (and of the

Surety, in the case of a bonded Construction Contract). As prescribed by the Public Works Law, the Contract shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.

ARTICLE 40

CONSTRUCTION by OWNER or SEPARATE CONTRACTORS

A. OWNER'S RESERVATION of RIGHT

(1) The Owner reserves the right to self-perform, or to award separate contracts for, other portions of the Project and other Project related construction and operations on the site. The contractual conditions of such separate contracts shall be substantially similar to those of this Contract, including insurance requirements and the provisions of this Article. If the Contractor considers such actions to involve delay or additional cost under this Contract, notifications and assertion of claims shall be as provided in Article 20 and Article 23.

(2) When separate contracts are awarded, the term "Contractor" in the separate Contract Documents shall mean the Contractor who executes the respective Construction Contract.

B. COORDINATION

Unless otherwise provided in the Contract Documents, the Owner shall be responsible for coordinating the activities of the Owner's forces and separate contractors with the Work of the Contractor. The Contractor shall cooperate with the Owner and separate contractors, shall participate in reviewing and comparing their construction schedules relative to that of the Contractor when directed to do so, and shall make and adhere to any revisions to the construction schedule resulting from a joint review and mutual agreement.

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

Unless otherwise provided in the Contract Documents, when the Owner self-performs construction or operations related to the Project, the Owner shall be subject to the same obligations to Contractor as Contractor would have to a separate contractor under the provision of this Article 40.

D. MUTUAL RESPONSIBILITY

(1) The Contractor shall reasonably accommodate the required introduction and storage of materials and equipment and performance of activities by the Owner and separate contractors and shall connect and coordinate the Contractor's Work with theirs as required by the Contract Documents.

(2) By proceeding with an element or portion of the Work that is applied to or performed on construction by the Owner or a separate contractor, or which relies upon their operations, the Contractor accepts the condition of such construction or operations as being suitable for the Contractor's Work, except for conditions that are not reasonably discoverable by the Contractor. If the Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify the Architect in writing of the condition discovered.

(3) The Contractor shall reimburse the Owner for any costs incurred by a separate contractor and payable by the Owner because of acts or omissions of the Contractor. Likewise, the Owner shall be responsible to the Contractor for any costs incurred by the Contractor because of the acts or omissions of a separate contractor.

(4) The Contractor shall not cut or otherwise alter construction by the Owner or a separate contractor without the written consent of the Owner and separate contractor; such consent shall not be unreasonably withheld. Likewise, the Contractor shall not unreasonably withhold its consent allowing the Owner or a separate contractor to cut or otherwise alter the Work.

(5) The Contractor shall promptly remedy any damage caused by the Contractor to the construction or property of the Owner or separate contractors.

ARTICLE 41

SUBCONTRACTS

A. AWARD of SUBCONTRACTS and OTHER CONTRACTS for PORTIONS of the WORK

(1) Unless otherwise provided in the Contract Documents, when delivering the executed Construction Contract, bonds, and evidence of insurance to the Architect, the Contractor shall also submit a listing of Subcontractors proposed for each principal portion of the Work and fabricators or suppliers proposed for furnishing materials or equipment fabricated to the design of the Contract Documents. This listing shall be in addition to any naming of Subcontractors, fabricators, or suppliers that may have been required in the bid process. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any Subcontractor, fabricator, or supplier proposed by the Contractor. The issuance of the Notice to Proceed in the absence of such objection by the Owner shall constitute notice that no reasonable objection to them is made.

(2) The Contractor shall not contract with a proposed Subcontractor, fabricator, or supplier to whom the Owner has made reasonable and timely objection. Except in accordance with prequalification procedures as may be contained in the Contract Documents, through specified qualifications, or on the grounds of reasonable objection, the Owner may not restrict the Contractor's selection of Subcontractors, fabricators, or suppliers.

(3) Upon the Owner's reasonable objection to a proposed Subcontractor, fabricator, or supplier, the Contractor shall promptly propose another to whom the Owner has no reasonable objection. If the proposed Subcontractor, fabricator, or supplier to whom the Owner made reasonable objection was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be equitably adjusted by Contract Change Order for any resulting difference if the Contractor has acted promptly and responsively in this procedure.

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Architect and Owner in writing of proposed substitute Subcontractors, fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

B. SUBCONTRACTUAL RELATIONS

(1) The Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of the

Contract Documents as they apply to the Subcontractor's and material supplier's portion of the Work.

(2) Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Owner, nor to create a duty of the Architect, Owner, or Director to resolve disputes between or among the Contractor or its Subcontractors and suppliers or any other duty to such Subcontractors or suppliers.

ARTICLE 42

ARCHITECT'S STATUS

- A. The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.
- B. So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

Subject to other provisions of the Contract Documents, the following summarizes some of the authority vested in the Architect by the Owner with respect to the Construction Contract and as further described or conditioned in other Articles of these General Conditions of the Contract.

(1) The Architect is authorized to:

- (a) approve "minor" deviations as defined in Article 9, Submittals,
- (b) make "minor" changes in the Work as defined in Article 19, Changes in the Work,
- (c) reject or require the correction of Defective Work,
- (d) require the Contractor to stop the performance of Defective Work,
- (e) adjust an Application for Payment by the Contractor pursuant to Article 30, Certification and Approval of payments, and
- (f) issue Notices to Cure pursuant to Article 27.

(2) The Architect is not authorized to:

- (a) revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations and changes) without concurrence of the Owner,
- (b) finally approve or accept any portion of the Work without concurrence of the Owner,
- (c) issue instructions contrary to the Contract Documents,
- (d) issue Notice of Termination or otherwise terminate the Contract, or
- (e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

D. LIMITATIONS of RESPONSIBILITIES

(1) The Architect shall not be responsible to Contractors or to others for supervising or coordinating the performance of the Work or for the Construction Methods or safety of the Work, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Architect will not be responsible to the Contractor (nor the Owner) for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor, a Subcontractor, or anyone for whose acts they may be liable. However, the Architect will report to the Owner and Contractor any Defective Work recognized by the Architect.

(3) The Architect will endeavor to secure faithful performance by Owner and Contractor, and the Architect will not show partiality to either or be liable to either for results of interpretations or decisions rendered in good faith.

(4) The Contractor's remedies for additional time or expense arising out of or related to this Contract, or the breach thereof, shall be solely as provided for in the Contract Documents. The Contractor shall have no claim or cause of action against the Owner, Architect, or its consultants for any actions or failures to act, whether such claim may be in contract, tort, strict liability, or otherwise, it being the agreement of the parties that the Contractor shall make no claim against the Owner or any agents of the Owner, including the Architect or its consultants, except as may be provided for claims or disputes submitted in accordance with Article 24. The Architect and Architect's consultants shall be considered third party beneficiaries of this provision of the Contract and entitled to enforce same.

E. ARCHITECT'S DECISIONS

Decisions by the Architect shall be in writing. The Architect's decisions on matters relating to aesthetic effect will be final and binding if consistent with the intent expressed in the Contract Documents. The Architect's decisions regarding disputes arising between the Contractor and Owner shall be advisory.

ARTICLE 43 **CASH ALLOWANCES**

A. All allowances stated in the Contract Documents shall be included in the Contract Sum. Items covered by allowances shall be supplied by the Contractor as directed by the Architect or Owner and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the Contract Documents.

B. Unless otherwise provided in the Contract Documents:

- (1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;
- (2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;
- (3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.

- C. Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

ARTICLE 44

PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

(1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.

(2) The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

B. TAXES

Unless stated otherwise in the Contract Documents, materials incorporated into the Work are exempt from sales and use tax pursuant to Section 40-9-33, Code of Alabama, 1975 as amended. The Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Contractor shall pay all applicable taxes that are not covered by the exemption of Section 40-9-33 and which are imposed as of the date of receipt of bids, including those imposed as of the date of receipt of bids but scheduled to go into effect after that date.

C. COMPENSATION for INCREASES

The Contractor shall be compensated for additional costs incurred because of increases in tax rates imposed after the date of receipt of bids.

ARTICLE 45

ROYALTIES, PATENTS, and COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and their agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from all suits or claims for infringement of any patent rights or copyrights arising out of the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and used during the execution of or incorporated into the Work. This indemnification does not apply to any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified in the Contract Documents. However, if the Contractor has information that a specified material, method, or system is or may constitute an infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Architect.

ARTICLE 46
USE of the SITE

- A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.
- B. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 47
CUTTING and PATCHING

- A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.
- B. Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 48
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings. Burning of trash and debris on site is not permitted.

(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

B. FINAL CLEAN-UP

(1) Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and

operation.

(2) In addition to the above, and unless otherwise provided in the Contract Documents, the Contractor shall be responsible for the following special cleaning for all trades as the Work is completed:

- (a) **Cleaning of all painted, enameled, stained, or baked enamel work:** Removal of all marks, stains, finger prints and splatters from such surfaces.
- (b) **Cleaning of all glass:** Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.
- (c) **Cleaning or polishing of all hardware:** Cleaning and polishing of all hardware.
- (d) **Cleaning all tile, floor finish of all kinds:** Removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.
- (e) **Cleaning of all manufactured articles, materials, fixtures, appliances, and equipment:** Removal of all stickers, rust stains, labels, and temporary covers, and cleaning and conditioning of all manufactured articles, material, fixtures, appliances, and electrical, heating, and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Architect; blowing out or flushing out of all foreign matter from all equipment, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, sanitizing potable water systems; and freeing identification plates on all equipment of excess paint and the polishing thereof.

C. OWNER'S RIGHT to CLEAN-UP

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Architect to clean-up the premises within a specified time, the Architect or Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

ARTICLE 49 **LIQUIDATED DAMAGES**

- A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including, but not limited to, interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.
- B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.
- C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.

- D.** The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50
USE of FOREIGN MATERIALS

- A.** In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.
- B.** In the performance of the Work the Contractor agrees to use steel produced in the United States if the Contract Documents require the use of steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.
- C.** If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.
- D.** This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

END of
GENERAL CONDITIONS of the CONTRACT



Baldwin County Commission

Agenda Action Form

File #: 21-0801, **Version:** 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Architect, Nicholas Gray, Watermark Design Group, LLC

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Construction of the Baldwin County Highway Maintenance Facility (Area 200) Located in Silverhill, Alabama, for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Award the bid for the construction of the Baldwin County Highway Maintenance Facility (Area 200) located in Silverhill to the lowest bidder, **Lord & Son Construction, Inc.**, as follows and authorize the Chairman to execute the Contract.

Base Bid Amount: \$2,153,000.00

Construction Time: 320 calendar days

2) Not awarding Add Alternate #1 in the amount of \$40,336.00 (PEMB Storage Apparatus within the shop Area.

BACKGROUND INFORMATION

Previous Commission action/date:

3/17/2020 meeting: Approved the AIA Contract for the architectural services with Watermark Design Group, LLC, for the design of a two (2) new Baldwin County Area 100 and Area 200 Highway Maintenance Facilities located in Bay Minette, and Silverhill, Alabama in the amount of 6% of the construction cost for the new plus normal reimbursable expenses and authorize the Chairman to execute the Contracts.

7/07/2020 meeting: Authorized the Purchasing Director to advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

8/18/2020 meeting: Rejected all fourteen (14) applications received due to incomplete proposals on

the construction of two (2) new Baldwin County Highway Maintenance Buildings located in Bay Minette, and Silverhill, Alabama projects; and 2) Authorized the Purchasing Director to re-advertise for the Pre-qualification of Contractors for the construction of two (2) new Baldwin County Highway Maintenance Buildings Located in Bay Minette, and Silverhill, Alabama.

11/03/2020 meeting: 1) Approved the following ten (10) pre-qualification applications on the Construction of two (2) Highway Maintenance Buildings: Witherington Construction Corporation, FITZgerald Construction, LLC, Thomas Industries, Inc. DBA Thomas Construction, White-Spunner Construction, Inc., Sycamore Construction, Inc., J T Harrison Construction Co., Inc., Parsco, LLC DBA Parsco Construction, LLC, Lord & Son Construction, Inc., Ben M Radcliff Contractor, Inc., and Eric Lazzari Construction, LLC; and 2) Rejected the applications of the following ten (10) applicants as non-qualified: The Highland Group, Bayshore Construction Co., Inc., D & B Builders, Inc., Stephens Construction and Concrete, Inc., PCI Support Services, LLC, Abuck Incorporated, G A West & Company, Inc., Gordon & Zakary, Inc., M W Rogers Construction Co., LLC, and Triptek Construction, LLC; and 3) Authorized the Purchasing Director and the Architect to bid the project.

Background: Bids opened in the Purchasing Conference Room on April 14, 2021, at 2:00 P.M. Four (4) bids were received. The lowest bid was received from Lord & Son Construction, Inc., in the base bid amount of \$2,135,000.00. The bid included one (1) add Alternate. The Highway Department does not want Alternate #1 for installing PEMB storage apparatus within the stop area in the amount of \$40,336.00 awarded. The bid amount exceeded the budgeted for this project. The Commission budgeted \$1,950,000.00 for this project in FY20. This project has an estimated tax savings of \$73,439.00. The additional funding of \$185,000.00 needed to fund this project will come from the 1 cent Sales Tax that is allocated for Highway. The architect, Nicholas Gray has submitted the certified Bid Tabulation and letter of award recommendation for Commission review.

FINANCIAL IMPACT

Total cost of recommendation: \$2,135,000.00

Budget line item(s) to be used: 11153112.55240

If this is not a budgeted expenditure, does the recommendation create a need for funding?

Budgeted Amount was \$1,950,000.00 and the remaining \$185,000.00 to fund this project will come from 1 Cent Sales Tax that is allocated for Highway.

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

Yes

Reviewed/approved by: Brad Hicks, County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/04/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter to Bidders

Additional instructions/notes: N/A

BID TABULATION
BALDWIN COUNTY COMMISSION

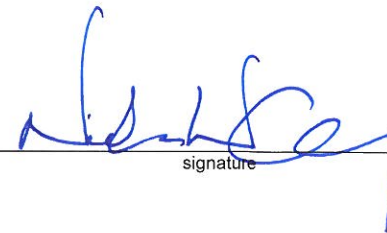
PROJECT NAME: Baldwin County Commission Area 200 Highway Maintenance Facility										
ADDRESS: 22220 West Blvd., Silverhill, AL 36576										
BID OPENING DATE: 4/14/2021			TIME: 2:00 PM			LOCATION: Baldwin County Purchasing Office				
OUTSIDE OF ENVELOPE INFORMATION				ENVELOPE CONTENTS		BID FORM				NOTES
BIDDER NAME	GENERAL C LICENSE	CHANGES	PROPOSAL FORM	BID BOND OR CHECK	ADDENDA ACKNOWLEDGED (1) ISSUED	BASE BID	ALTERNATE #1 (Add for PEMB Storage @ Shop)	TOTAL BASE BID (NO ALTERNATES)	TOTAL BASE BID (INCLUDING ALTERNATE #1)	
Fitzgerald Construction, LLC	Y	<div>+</div> <div>- \$53,000.00</div>	Y	Y	Y	\$2,500,000.00	\$47,000.00	\$2,447,000.00	\$2,494,000.00	
Lord & Son Construction, Inc.	Y	<div>+</div> <div>-</div>	Y	Y	Y	\$2,135,000.00	\$40,336.00	\$2,135,000.00	\$2,175,336.00	
ParsCo Construction, LLC	Y	<div>+</div> <div>-</div>	Y	Y	Y	\$2,190,000.00	\$44,000.00	\$2,190,000.00	\$2,234,000.00	
Sycamore Construction, Inc.	Y	<div>+</div> <div>-</div>	Y	Y	Y	\$2,238,670.00	\$51,000.00	\$2,238,670.00	\$2,289,670.00	
		<div>+</div> <div>-</div>								
		<div>+</div> <div>-</div>								
		<div>+</div> <div>-</div>								

I certify that the above bid(s) were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Watermark Design Group, LLC
company

Nicholas Gray
name

Project Manager
title


signature



Date: Wednesday, April 21, 2021

Baldwin County Commission
Purchasing Department
257 Hand Avenue, Annex III
Bay Minette, AL 36507

Attn: Wanda Gautney, Purchasing Director

**RE: AWARD RECOMMENDATION – Baldwin County Commission Area 200
Highway Maintenance Facility**

Mrs. Gautney,

Bids were received at the time and place as stated within the Issued for Bid Documents. Four (4) bid packages were received and checked-in prior to the 2:00PM deadline.

The bids were opened at 2:01PM in the Purchasing Department's Conference Room and read aloud in the presence of representatives of the Owner, Architect and Bidders.

The apparent low bidder, Lord & Son Construction, Inc., submitted a Total Base Bid of \$2,135,000.00. The next low was \$2,190,000.00 and the high bid was \$2,447,000.00. There is roughly a 14% difference in the Total Base Bids submitted. All four bids were for a Contract Time of three hundred twenty (320) calendar days.

There was one Alternate for the project. Alternate #1 was for the addition (add) of a PEMB storage apparatus within the shop area. Due to budget constraints, we do not recommend accepting Alternate #1.

The bid package submitted by Lord & Son Construction, Inc., was reviewed and found to be complete with no irregularities. The Subcontractor List was also submitted prior to the 24-hour deadline after bid time as requested. We have verified that Lord & Son Construction, Inc. has a current Alabama General Contractor license with the appropriate classification and bid limit.

Therefore, in consideration of the low bid as submitted by Lord & Son Construction, Inc. having been submitted with no irregularities, it is my recommendation that a negotiation and award process be initiated, within the boundaries of Alabama Bid Law, to Lord & Son Construction, Inc.



watermark
DESIGN

This recommendation is provided for your use in consideration of award of the Contract.
Please let me know if I can be of further assistance.

Sincerely,
For the Firm

A handwritten signature in blue ink, appearing to read 'JAMC III'.

John A. McArthur, III, AIA
Architect, President
Watermark Design Group, LLC



CONSTRUCTION CONTRACT

This Construction Contract is entered this _____ day of _____ in the year of 2021

between the **OWNER,**

**Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507**

and the **CONTRACTOR,**

**Lord & Son Construction, Inc.
19 David Street
Ft. Walton Beach, FL 32547
AL GC License# 12776**

for the **WORK** of the Project, identified as:

Baldwin County Commission Area 200 HWY MAINTENANCE FACILITY and as identified in Contract Documents.

The **CONTRACT DOCUMENTS** are dated _____, 2021 and have been amended by **ADDENDA;**

The **ARCHITECT** is WATERMARK DESIGN GROUP, LLC
2970 Cottage Hill Road Suite 200
Mobile , AL 36606

The **CONTRACT SUM** is two million, one hundred thirty five thousand Dollars (\$2,135,000.00) and is the sum of the Contractor's Base Bid for the Work and the following

BID ALTERNATE ADD PRICE: \$ Not Accepted (Bid Alternate Add#1)

The **CONTRACT TIME** is three hundred twenty (320) calendar days.

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

The Contract Documents, as defined in the General Conditions of the Contract (ABC Form C-8), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay, and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. The Work shall be commenced on a date to be specified in a Notice to Proceed issued by the Owner and shall then be substantially completed within the Contract Time.

LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at \$300 per calendar day beyond contract time.

SPECIAL PROVISIONS: None

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.

Bid Limit:

Classification:

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

The Owner does hereby certify that this Construction Contract was let in accordance with the provisions of Title 39, Code of Alabama 1975, as amended, and all other applicable provisions of law, and that the terms and commitments of this Construction Contract do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

OWNER	CONTRACTOR
<hr/>	<hr/>
Owner's Signature	Contractor's Signature
Name <hr/>	Name <hr/>
Title <hr/>	Title <hr/>

GENERAL CONDITIONS of the CONTRACT

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ARTICLE 1 **DEFINITIONS**

Whenever the following terms, or pronouns in place of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

A. Not Used

- B. ARCHITECT:** The Architect is the person or entity lawfully licensed to practice architecture in the State of Alabama, who is under contract with the Owner as the primary design professional for the Project and identified as the Architect in the Construction Contract. The term "Architect" means the Architect or the Architect's authorized representative. If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect. If the primary design professional for the Project is a Professional Engineer, the term "Engineer" shall be substituted for the term "Architect" wherever it appears in this document.

C. Not Used

D. Not Used

- E. CONTRACT:** The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:
- (1) Construction Contract
 - (2) Performance and Payment Bonds
 - (3) Conditions of the Contract (General, Supplemental, and other Conditions)
 - (4) Specifications
 - (5) Drawings
 - (6) Contract Change Orders
 - (7) Modifications to the Construction Contract (applicable to PSCA Projects)
- F. CONTRACT SUM:** The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term “Contract Sum” means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.
- G. CONTRACT TIME:** The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner. The Date of Substantial Completion is the date established in accordance with Article 32. The term “Contract Time” means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- H. CONTRACTOR:** The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.
- I. DEFECTIVE WORK:** The term “Defective Work” shall apply to: (1) any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, (2) in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, (3) substitutions and deviations not properly submitted and approved or otherwise authorized, (4) temporary supports, structures, or construction which will not produce the results required by the Contract Documents, and (5) materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.
- J. Not Used.**
- K. DRAWINGS:** The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections,

details, schedules, and diagrams.

- L. NOTICE TO PROCEED:** A proceed order issued by the Owner, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.
- M. OWNER:** The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative. The term “Owner” as used herein shall be synonymous with the term “Awarding Authority” as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.
- N. THE PROJECT:** The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.
- O. PROJECT MANUAL:** The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.
- P. SPECIFICATIONS:** The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.
- Q. SUBCONTRACTOR:** A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term “Subcontractor” means a Subcontractor or its authorized representatives.
- R. THE WORK:** The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor’s obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

ARTICLE 2

INTENT and INTERPRETATION of the CONTRACT DOCUMENTS

A. INTENT

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

B. COMPLEMENTARY DOCUMENTS

The Contract Documents are complementary. If Work is required by one Contract Document, the

Contractor shall perform the Work as if it were required by all of the Contract Documents. However, the Contractor shall be required to perform Work only to the extent that is consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

C. ORDER of PRECEDENCE

Should any discrepancy arise between the various elements of the Contract Documents, precedence shall be given to them in the following order unless to do so would contravene the apparent Intent of the Contract Documents stated in preceding Paragraph A:

- (1) The Construction Contract.
- (2) Addenda, with those of later date having precedence over those of earlier date.
- (3) Supplementary Conditions (or other Conditions which modify the General Conditions of the Contract).
- (4) General Conditions of the Contract.
- (5) The Specifications.
- (6) Details appearing on the Drawings; large scale details shall take precedence over smaller scale details.
- (7) The Drawings; large scale drawings shall take precedence over smaller scale drawings.

D. ORGANIZATION

Except as may be specifically stated within the technical specifications, neither the organization of the Specifications into divisions, sections, or otherwise, nor any arrangement of the Drawings shall control how the Contractor subcontracts portions of the Work or assigns Work to any trade.

E. INTERPRETATION

(1) The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the Intent of the Contract Documents stated in preceding Paragraph A. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operative condition ready for use or subsequent construction or operation of the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

(2) Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

(3) Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement for Bids.

(4) In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

(5) Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

(6) Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

F. SEVERABILITY.

The partial or complete invalidity of any one or more provision of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 3
CONTRACTOR'S REPRESENTATIONS

By executing the Construction Contract the Contractor represents to the Owner:

- A. The Contractor has visited the site of the Work to become familiar with local conditions under which the Work is to be performed and to evaluate reasonably observable conditions as compared with requirements of the Contract Documents.
- B. The Contractor shall use its best skill and attention to perform the Work in an expeditious manner consistent with the Contract Documents.
- C. The Contractor is an independent contractor and in performance of the Contract remains and shall act as an independent contractor having no authority to represent or obligate the Owner in any manner unless authorized by the Owner in writing.

ARTICLE 4
DOCUMENTS FURNISHED to CONTRACTOR

Unless otherwise provided in the Contract Documents, ten sets of Drawings and Project Manuals shall be furnished to the Contractor by the Architect without charge. Other copies requested will be furnished at reproduction cost.

ARTICLE 5
OWNERSHIP of DRAWINGS

All original or duplicated Drawings, Specifications, and other documents prepared by the Architect, and furnished to the Contractor are the property of the Architect and are to be used solely for this Project and not to be used in any manner for other work. Upon completion of the Work, all copies of Drawings and Specifications, with the exception of the Contractor's record set, shall be returned or accounted for by the Contractor to the Architect, on request.

ARTICLE 6
SUPERVISION, SUPERINTENDENT, and EMPLOYEES

A. SUPERVISION and CONSTRUCTION METHODS

(1) The term “Construction Methods” means the construction means, methods, techniques, sequences, and procedures utilized by the Contractor in performing the Work. The Contractor is solely responsible for supervising and coordinating the performance of the Work, including the selection of Construction Methods, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Contractor is solely and completely responsible for job site safety, including the protection of persons and property in accordance with Article 14.

(3) The Contractor shall be responsible to the Owner for acts and omissions of not only the Contractor and its agents and employees, but all persons and entities, and their agents and employees, who are performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

(4) The Contractor shall be responsible to inspect the in-progress and completed Work to verify its compliance with the Contract Documents and to insure that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the subsequent Work.

B. SUPERINTENDENT

(1) The Contractor shall employ and maintain a competent level of supervision for the performance of the Work at the Project site, including a superintendent who shall: (a) have full authority to receive instructions from the Architect or Owner and to act on those instructions and (b) be present at the Project site at all times during which Work is being performed.

(2) Before beginning performance of the Work, the Contractor shall notify the Architect in writing of the name and qualifications of its proposed superintendent so that the Owner may review the individual’s qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after once giving it, the Contractor shall name a different superintendent for the Owner’s review and approval. Any disapproved superintendent will not perform in that capacity thereafter at the Project site.

C. EMPLOYEES

The Contractor shall permit only fit and skilled persons to perform the Work. The Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. The Contractor will remove from its employment on the Project any person who deliberately or persistently produces non-conforming Work or who fails or refuses to conform to reasonable rules of personal conduct contained in the Contract Documents or implemented by the Owner and delivered to the Contractor in writing during the course of the Work.

ARTICLE 7

REVIEW of CONTRACT DOCUMENTS and FIELD CONDITIONS by CONTRACTOR

A. In order to facilitate assembly and installation of the Work in accordance with the Contract

Documents, before starting each portion of the Work, the Contractor shall examine and compare the relevant Contract Documents, and compare them to relevant field measurements made by the Contractor and any conditions at the site affecting that portion of the Work.

- B.** If the Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Architect as a written request for information that includes a detailed statement identifying the specific Drawings or Specifications that are in need of clarification and the error, omission, or inconsistency discovered in them.

 - (1)** The Contractor shall not be expected to act as a licensed design professional and ascertain whether the Contract Documents comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, but the Contractor shall be obligated to promptly notify the Architect of any such noncompliance discovered by or made known to the Contractor. If the Contractor performs Work without fulfilling this notification obligation, the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
 - (2)** The Contractor shall not be liable to the Owner for errors, omissions, or inconsistencies that may exist in the Contract Documents, or between the Contract Documents and conditions at the site, unless the Contractor knowingly fails to report a discovered error, omission, or inconsistency to the Architect, in which case the Contractor shall pay the resulting costs and damages that would have been avoided by such notification.
- C.** If the Contractor considers the Architect's response to a request for information to constitute a change to the Contract Documents involving additional costs and/or time, the Contractor shall follow the procedures of Article 20, Claims for Extra Cost or Extra Work.
- D.** If, with undue frequency, the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations, or clarifications, the Contractor shall be liable to the Owner for reasonable charges from the Architect for the additional services required to review, research, and respond to such requests for information.

ARTICLE 8

SURVEYS by CONTRACTOR

- A.** The Contractor shall provide competent engineering services to assure accurate execution of the Work in accordance with the Contract Documents. The Contractor shall verify the figures given for the contours, approaches and locations shown on the Drawings before starting any Work and be responsible for the accuracy of the finished Work. Without extra cost to the Owner, the Contractor shall engage a licensed surveyor if necessary to verify boundary lines, keep within property lines, and shall be responsible for encroachments on rights or property of public or surrounding property owners.
- B.** The Contractor shall establish all base lines for the location of the principal components of the Work and make all detail surveys necessary for construction, including grade stakes, batter boards and other working points, lines and elevations. If the Work involves alteration of or addition to existing structures or improvements, the Contractor shall locate and measure elements of the existing conditions as is necessary to facilitate accurate fabrication, assembly, and installation of new Work in the relationship, alignment, and/or connection to the existing structure or improvement as is shown in the Contract Documents.

ARTICLE 9
SUBMITTALS

- A. Where required by the Contract Documents, the Contractor shall submit shop drawings, product data, samples and other information (hereinafter referred to as Submittals) to the Architect for the purpose of demonstrating the way by which the Contractor proposes to conform to the requirements of the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- B. The Contractor shall be responsible to the Owner for the accuracy of its Submittals and the conformity of its submitted information to the requirements of the Contract Documents. Each Submittal shall bear the Contractor's approval, evidencing that the Contractor has reviewed and found the information to be in compliance with the requirements of the Contract Documents. Submittals which are not marked as reviewed and approved by the Contractor may be returned by the Architect without action.
- C. The Contractor shall prepare and deliver its submittals to the Architect sufficiently in advance of construction requirements and in a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. In coordinating the Submittal process with its construction schedule, the Contractor shall allow sufficient time to permit adequate review by the Architect.
- D. By approving a Submittal the Contractor represents not only that the element of Work presented in the Submittal complies with the requirements of the Contract Documents, but also that the Contractor has:
 - (1) found the layout and/or dimensions in the Submittal to be comparable with those in the Contract Documents and other relevant Submittals and has made field measurements as necessary to verify their accuracy, and
 - (2) determined that products, materials, systems, equipment and/or procedures presented in the Submittal are compatible with those presented, or being presented, in other relevant Submittals and with the Contractor's intended Construction Methods.
- E. The Contractor shall not fabricate or perform any portion of the Work for which the Contract Documents require Submittals until the respective Submittals have been approved by the Architect.
- F. In the case of a resubmission, the Contractor shall direct specific attention to all revisions in a Submittal. The Architect's approval of a resubmission shall not apply to any revisions that were not brought to the Architect's attention.
- G. If the Contract Documents specify that a Submittal is to be prepared and sealed by a registered architect or licensed engineer retained by the Contractor, all drawings, calculations, specifications, and certifications of the Submittal shall bear the Alabama seal of registration and signature of the registered/licensed design professional who prepared them or under whose supervision they were prepared. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of such a Submittal, provided that all performance and design criteria that such Submittal must satisfy are sufficiently specified in the Contract Documents. The Architect will review, approve or take other appropriate action on such a Submittal only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design

criteria specified in the Contract Documents.

H. DEVIATIONS

(1) The Architect is authorized by the Owner to approve “minor” deviations from the requirements of the Contract Documents. “Minor” deviations are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Deviations which are not “minor” may be authorized only by the Owner through the Change Order procedures of Article 19.

(2) Any deviation from the requirements of the Contract Documents contained in a Submittal shall be clearly identified as a “Deviation from Contract Requirements” (or by similar language) within the Submittal and, in a letter transmitting the Submittal to the Architect, the Contractor shall direct the Architect’s attention to, and request specific approval of, the deviation. Otherwise, the Architect’s approval of a Submittal does not constitute approval of deviations from the requirements of the Contract Documents contained in the Submittal.

(3) The Contractor shall bear all costs and expenses of any changes to the Work, changes to work performed by the Owner or separate contractors, or additional services by the Architect required to accommodate an approved deviation unless the Contractor has specifically informed the Architect in writing of the required changes and a Change Order has been issued authorizing the deviation and accounting for such resulting changes and costs.

I. ARCHITECT’S REVIEW and APPROVAL

(1) The Architect will review the Contractor’s Submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and will approve or take other appropriate action upon them. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities nor to substantiate installation instructions or performance of equipment or systems, all of which remain the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(2) The Architect will review and respond to all Submittals with reasonable promptness to avoid delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time to permit adequate review.

(3) No corrections or changes to Submittals indicated by the Architect will be considered as authorizations to perform Extra Work. If the Contractor considers such correction or change of a Submittal to require Work which differs from the requirements of the Contract Documents, the Contractor shall promptly notify the Architect in writing in accordance with Article 20, Claims for Extra Cost or Extra Work.

J. CONFORMANCE with SUBMITTALS

The Work shall be constructed in accordance with approved Submittals.

A. “AS ISSUED” SET

The Contractor shall maintain at the Project site, in good order, at least one copy of all Addenda, Change Orders, supplemental drawings, written directives and clarifications, and approved Submittals intact as issued, and an updated construction schedule.

B. “POSTED” SET

The Contractor shall maintain at the Project site, in good order, at least one set of the Drawings and Project Manual into which the Contractor has “posted”(incorporated) all Addenda, Change Orders, supplemental drawings, clarifications, and other information pertinent to the proper performance of the Work. The Contractor shall assure that all sets of the Drawings and Project Manuals being used by the Contractor, Subcontractors, and suppliers are “posted” with the current information to insure that updated Contract Documents are used for performance of the Work.

C. RECORD SET

One set of the Drawings and Project Manual described in Paragraph B shall be the Contractor’s record set in which the Contractor shall record all field changes, corrections, selections, final locations, and other information as will be duplicated on the “As-built” documents required under Article 11. The Contractor shall record such “as-built” information in its record set as it becomes available through progress of the Work. The Contractor’s performance of this requirement shall be subject to confirmation by the Architect at any time as a prerequisite to approval of Progress Payments.

- D.** The documents and samples required by this Article to be maintained at the Project site shall be readily available to the Architect, Owner, BC Project Inspector, and their representatives.

ARTICLE 11
“AS-BUILT” DOCUMENTS

- A.** Unless otherwise provided in the Contract Documents, the Contractor shall deliver two (2) sets of “As-built” documents, as described herein, to the Architect for submission to the Owner upon completion of the Work. Each set of “As-built” documents shall consist of a copy of the Drawings and Project Manual, in like-new condition, into which the Contractor has neatly incorporated all Addenda, Change Orders, supplemental drawings, clarifications, field changes, corrections, selections, actual locations of underground utilities, and other information as required herein or specified elsewhere in the Contract Documents.

- B.** The Contractor shall use the following methods for incorporating information into the “As-built” documents:

(1) Drawings

(a) To the greatest extent practicable, information shall be carefully drawn and lettered, in ink, on the Drawings in the form of sketches, details, plans, notes, and dimensions as required to provide a fully dimensioned record of the Work. When required for clarity, sketches, details, or partial plans shall be drawn on supplemental sheets and bound into the Drawings and referenced on the drawing being revised.

(b) Where a revised drawing has been furnished by the Architect, the drawing of latest date shall be bound into the Drawings in the place of the superseded drawing.

(c) Where a supplemental drawing has been furnished by the Architect, the supplemental drawing shall be bound into the Drawings in an appropriate location and referred to by notes added to the drawing being supplemented.

(d) Where the Architect has furnished details, partial plans, or lengthy notes of which it would be impractical for the Contractor to redraw or letter on a drawing, such information may be affixed to the appropriate drawing with transparent tape if space is available on the drawing.

(e) Any entry of information made in the Drawings that is the result of an Addendum or Change Order, shall identify the Addendum or Change Order from which it originated.

(2) Project Manual

(a) A copy of all Addenda and Change Orders, excluding drawings thereof, shall be bound in the front of the Project Manual.

(b) Where a document, form, or entire specification section is revised, the latest issue shall be bound into the Project Manual in the place of the superseded issue.

(c) Where information within a specification section is revised, the deleted or revised information shall be drawn through in ink and an adjacent note added identifying the Addendum or Change Order containing the revised information.

- C. Within ten days after the Date of Substantial Completion of the Work, or the last completed portion of the Work, the Contractor shall submit the “As-built” documents to the Architect for approval. If the Architect requires that any corrections be made, the documents will be returned in a reasonable time for correction and resubmission.

ARTICLE 12

PROGRESS SCHEDULE

(Not applicable if the Contract Time is 60 days or less.)

- A. The Contractor shall within fifteen days after the date of commencement stated in the Notice to Proceed, or such other time as may be provided in the Contract Documents, prepare and submit to the Architect for review and approval a practicable construction schedule informing the Architect and Owner of the order in which the Contractor plans to carry on the Work within the Contract Time. The Architect’s review and approval of the Contractor’s construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress of the Work and shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.
- B. If a schedule format is not specified elsewhere in the Contract Documents, the construction schedule shall be prepared using ABC’ Form C-11, “Progress Schedule and Report”, (contained in the Project Manual) or similar format of suitable scale and detail to indicate the percentage of Work scheduled to be completed at the end of each month. At the end of each month the Contractor shall enter the actual percentage of completion on the construction schedule submit two copies to the Architect, and attach one copy to each copy of the monthly Application for Payment. The construction schedule shall be revised to reflect any agreed extensions of the Contract Time or as required by conditions of the Work.
- C. If a more comprehensive schedule format is specified elsewhere in the Contract Documents or voluntarily employed by the Contractor, ABC Form C-11 shall also be prepared, updated, and submitted as described in preceding Paragraph B.
- D. The Contractor’s construction schedule shall be used by the Contractor, Architect, and Owner to

determine the adequacy of the Contractor's progress. The Contractor shall be responsible for maintaining progress in accordance with the currently approved construction schedule and shall increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant and equipment as may be necessary to do so. If the Contractor's progress falls materially behind the currently approved construction schedule and, in the opinion of the Architect or Owner, the Contractor is not taking sufficient steps to regain schedule, the Architect may, with the Owner's concurrence, issue the Contractor a Notice to Cure pursuant to Article 27. In such a Notice to Cure the Architect may require the Contractor to submit such supplementary or revised construction schedules as may be deemed necessary to demonstrate the manner in which schedule will be regained.

ARTICLE 13

EQUIPMENT, MATERIALS, and SUBSTITUTIONS

- A. Every part of the Work shall be executed in a workmanlike manner in accordance with the Contract Documents and approved Submittals. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise.
- B. Whenever a product, material, system, item of equipment, or service is identified in the Contract Documents by reference to a trade name, manufacturer's name, model number, etc.(hereinafter referred to as "source"), and only one or two sources are listed, or three or more sources are listed and followed by "or approved equal" or similar wording, it is intended to establish a required standard of performance, design, and quality, and the Contractor may submit, for the Architect's approval, products, materials, systems, equipment, or services of other sources which the Contractor can prove to the Architect's satisfaction are equal to, or exceed, the standard of performance, design and quality specified, unless the provisions of Paragraph D below apply. Such proposed substitutions are not to be purchased or installed without the Architect's written approval of the substitution.
- C. If the Contract Documents identify three or more sources for a product, material, system, item of equipment or service to be used and the list of sources is not followed by "or approved equal" or similar wording, the Contractor may make substitution only after evaluation by the Architect and execution of an appropriate Contract Change Order.
- D. If the Contract Documents identify only one source and expressly provide that it is an approved sole source for the product, material, system, item of equipment, or service, the Contractor must furnish the identified sole source.

ARTICLE 14

SAFETY and PROTECTION of PERSONS and PROPERTY

- A. The Contractor shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state,

county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Nothing contained in this Contract shall be construed to mean that the Owner has employed the Architect nor has the Architect employed its consultants to administer, supervise, inspect, or take action regarding safety programs or conditions at the Project site.

- B.** The Contractor shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:

 - (1) workers and other persons on the Project site and in adjacent and other areas that may be affected by the Contractor's operations;
 - (2) the Work and materials and equipment to be incorporated into the Work and stored by the Contractor on or off the Project site; and
 - (3) other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the Contract Documents to be removed, relocated, or replaced.
- C.** The Contractor shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- D.** The Contractor shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.
- E.** The Contractor shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.
- F.** If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the Contractor shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity.
- G.** The Contractor shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the Contractor's superintendent, unless the Contractor assigns this duty to another responsible member of its on-site staff and notifies the Owner and Architect in writing of such assignment.
- H.** The Contractor shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
- I.** The Contractor shall have the right to act as it deems appropriate in emergency situations jeopardizing life or property. The Contractor shall be entitled to equitable adjustment of the Contract Sum or Contract Time for its efforts expended for the sole benefit of the Owner in an emergency. Such adjustment shall be determined as provided in Articles 19 and 20.

- J. The duty of the Architect and the Architect's consultants to visit the Project site to conduct periodic inspections of the Work or for other purposes shall not give rise to a duty to review or approve the adequacy of the Contractor's safety program, safety supervisor, or any safety measure which Contractor takes or fails to take in, on, or near the Project site.

ARTICLE 15

HAZARDOUS MATERIALS

- A. A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable.
- B. If, during the performance of the Work, the Contractor encounters a suspected Existing Hazardous Material, the Contractor shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and immediately notify the Architect and Owner of the condition in writing.
- C. The Owner shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the Owner. The Owner will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement. The Owner will not employ persons or entities to perform these services to whom the Contractor or Architect has reasonable objection.
- D. After certification by the Owner's independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the Owner and Contractor. If the material is found to be an Existing Hazardous Material and the Contractor incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order pursuant to Article 19.
- E. The Owner shall not be responsible for Hazardous Materials introduced to the Project site by the Contractor, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.

ARTICLE 16

INSPECTION of the WORK

A. GENERAL

(1) The Contractor is solely responsible for the Work's compliance with the Contract Documents; therefore, the Contractor shall be responsible to inspect in-progress and completed Work, and shall verify its compliance with the Contract Documents and that any element or portion of the Work upon which subsequent Work is to be applied or performed is in proper condition to receive the

subsequent Work. Neither the presence nor absence of inspections by the Architect, Owner, Director, BC Project Inspector, any public authority having jurisdiction, or their representatives shall relieve the Contractor of responsibility to inspect the Work, for responsibility for Construction Methods and safety precautions and programs in connection with the Work, or from any other requirement of the Contract Documents.

(2) The Architect, Owner, Director, BC Project Inspector, any public authority having jurisdiction, and their representatives shall have access at all times to the Work for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. All materials, workmanship, processes of manufacture, and methods of construction, if not otherwise stipulated in the Contract Documents, shall be subject to inspection, examination, and test at any and all places where such manufacture and/or construction are being carried on. Such inspections will not unreasonably interfere with the Contractor's operations.

(3) The Architect will inspect the Work as a representative of the Owner.

(4) The Contractor may be charged by the Owner for any extra cost of inspection incurred by the Owner or Architect on account of material and workmanship not being ready at the time of inspection set by the Contractor.

B. TYPES of INSPECTIONS

(1) **SCHEDULED INSPECTIONS and CONFERENCES.** Scheduled Inspections and Conferences are conducted by the Architect, scheduled by the Architect in coordination with the Contractor and BC Project Inspector, and are attended by the Contractor and applicable Subcontractors, suppliers and manufacturers, and the BC Project Inspector. Scheduled Inspections and Conferences of this Contract include:

(a) **Pre-construction Conference.**

(b) **Pre-roofing Conference** (not applicable if the Contract involves no roofing work)

(c) **Above Ceiling Inspection(s):** An above ceiling inspection of all spaces in the building is required before the ceiling material is installed. Above ceiling inspections are to be conducted at a time when all above ceiling systems are complete and tested to the greatest extent reasonable pending installation of the ceiling material. System identifications and markings are to be complete. All fire-rated construction including fire-stopping of penetrations and specified identification above the ceiling shall be complete. Ceiling framing and suspension systems shall be complete with lights, grilles and diffusers, access panels, fire protection drops for sprinkler heads, etc., installed in their final locations to the greatest extent reasonable. Above ceiling framing to support ceiling mounted equipment shall be complete. The above ceiling construction shall be complete to the extent that after the inspection the ceiling material can be installed without disturbance.

(d) **Final Inspection(s):** A Final Inspection shall establish that the Work, or a designated portion of the Work, is Substantially Complete in accordance with Article 32 and is accepted by the Architect, Owner, and BC Project Inspector as being ready for the Owner's occupancy or use. At the conclusion of this inspection, items requiring correction or completion ("punch list" items) shall be minimal and require only a short period of time for accomplishment to establish Final Acceptance of the Work. If the Work, or designated portion of the Work, includes the installation, or modification, of a fire alarm system or other life safety systems essential to occupancy, such systems shall have been tested and appropriately certified before the Final Inspection.

(e) **Year-end Inspection(s):** An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one year warranty period(s). The subsequent delivery of the Architect's report of this inspection will serve as confirmation that

the Contractor was notified of Defective Work found within the warranty period in accordance with Article 35.

(2) PERIODIC INSPECTIONS. Periodic Inspections are conducted throughout the course of the Work by the Architect, the Architect's consultants, their representatives, and the BC Project Inspector, jointly or independently, with or without advance notice to the Contractor.

(3) SPECIFIED INSPECTIONS and TESTS. Specified Inspections and Tests include inspections, tests, demonstrations, and approvals that are either specified in the Contract Documents or required by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction, to be performed by the Contractor, one of its Subcontractors, or an independent testing laboratory or firm (whether paid for by the Contractor or Owner).

C. INSPECTIONS by the ARCHITECT

(1) The Architect is not authorized to revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations as defined in Article 9 and "minor" changes as defined in Article 19), to finally approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents without concurrence of the Owner.

(2) The Architect will visit the site at intervals appropriate to the stage of the Contractor's operations and as otherwise necessary to:

- (a)** become generally familiar with the in-progress and completed Work and the quality of the Work,
- (b)** determine whether the Work is progressing in general accordance with the Contractor's schedule and is likely to be completed within the Contract Time,
- (c)** visually compare readily accessible elements of the Work to the requirements of the Contract Documents to determine, in general, if the Contractor's performance of the Work indicates that the Work will conform to the requirements of the Contract Documents when completed,
- (d)** endeavor to guard the Owner against Defective Work,
- (e)** review and address with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered, and
- (f)** keep the Owner fully informed about the Project.

(3) The Architect shall have the authority to reject Defective Work or require its correction, but shall not be required to make exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of Defective Work. However, it shall be an obligation of the Architect to report in writing, to the Owner, Contractor, and BC Project Inspector, any Defective Work recognized by the Architect.

(4) The Architect shall have the authority to require the Contractor to stop work only when, in the Architect's reasonable opinion, such stoppage is necessary to avoid Defective Work. The Architect shall not be liable to the Contractor or Owner for the consequences of any decisions made by the Architect in good faith either to exercise or not to exercise this authority.

(5) "Inspections by the Architect" includes appropriate inspections by the Architect's consultants as dictated by their respective disciplines of design and the stage of the Contractor's operations.

D. Not Used

E. UNCOVERING WORK

(1) If the Contractor covers a portion of the Work before it is examined by the Architect and this is contrary to the Architect's request or specific requirements in the Contract Documents, then, upon written request of the Architect, the Work must be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

(2) Without a prior request or specific requirement that Work be examined by the Architect before it is covered, the Architect may request that Work be uncovered for examination and the Contractor shall uncover it. If the Work is in accordance with the Contract Documents, the Contract Sum shall be equitably adjusted under Article 19 to compensate the Contractor for the costs of uncovering and replacement. If the Work is not in accordance with the Contract Documents, uncovering, correction, and replacement shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

F. SPECIFIED INSPECTIONS and TESTS

(1) The Contractor shall schedule and coordinate Specified Inspections and Tests to be made at appropriate times so as not to delay the progress of the Work or the work of the Owner or separate contractors. If the Contract Documents require that a Specified Inspection or Test be witnessed or attended by the Architect or Architect's consultant, the Contractor shall give the Architect timely notice of the time and place of the Specified Inspection or Test. If a Specified Inspection or Test reveals that Work is not in compliance with requirements of the Contract Documents, the Contractor shall bear the costs of correction, repeating the Specified Inspection or Test, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services. Through appropriate Contract Change Order the Owner shall bear costs of tests, inspections or approvals which become Contract requirements subsequent to the receipt of bids.

(2) If the Architect, Owner, or public authority having jurisdiction determines that inspections, tests, demonstrations, or approvals in addition to Specified Inspections and Tests are required, the Contractor shall, upon written instruction from the Architect, arrange for their performance by an entity acceptable to the Owner, giving timely notice to the architect of the time and place of their performance. Related costs shall be borne by the Owner unless the procedures reveal that Work is not in compliance with requirements of the Contract Documents, in which case the Contractor shall bear the costs of correction, repeating the procedures, and any related costs incurred by the Owner, including reasonable charges, if any, by the Architect for additional services.

(3) Unless otherwise required by the Contract Documents, required certificates of Specified Inspections and Tests shall be secured by the Contractor and promptly delivered to the Architect.

(4) Failure of any materials to pass Specified Inspections and Tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material for use in the Work.

ARTICLE 17 CORRECTION of DEFECTIVE WORK

- A. The Contractor shall, at the Contractor's expense, promptly correct Defective Work rejected by the Architect or which otherwise becomes known to the Contractor, removing the rejected or nonconforming materials and construction from the project site.
- B. Correction of Defective Work shall be performed in such a timely manner as will avoid delay of completion, use, or occupancy of the Work and the work of the Owner and separate contractors.
- C. The Contractor shall bear all expenses related to the correction of Defective Work, including but not limited to: **(1)** additional testing and inspections, including repeating Specified Inspections and Tests, **(2)** reasonable services and expenses of the Architect, and **(3)** the expense of making good all work of the Contractor, Owner, or separate contractors destroyed or damaged by the correction of Defective Work.

ARTICLE 18

DEDUCTIONS for UNCORRECTED WORK

If the Owner deems it advisable and in the Owner's interest to accept Defective Work, the Owner may allow part or all of such Work to remain in place, provided an equitable deduction from the Contract Sum, acceptable to the Owner, is offered by the Contractor.

ARTICLE 19

CHANGES in the WORK

A. GENERAL

(1) The Owner may at any time direct the Contractor to make changes in the Work which are within the general scope of the Contract, including changes in the Drawings, Specifications, or other portions of the Contract Documents to add, delete, or otherwise revise portions of the Work. The Architect is authorized by the Owner to direct "minor" changes in the Work by written order to the Contractor. "Minor" changes in the Work are defined as those which are in the interest of the Owner, do not materially alter the quality or performance of the finished Work, and do not affect the cost or time of performance of the Work. Changes in the Work which are not "minor" may be authorized only by the Owner.

(2) If the Owner directs a change in the Work, the change shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract, stating their agreement upon the change or changes in the Work and the adjustments, if any, in the Contract Sum and the Contract Time.

(3) Subject to compliance with Alabama's Public Works Law, the Owner may, upon agreement by the Contractor, incorporate previously unawarded bid alternates into the Contract.

(4) In the event of a claim or dispute as to the appropriate adjustment to the Contract Sum or Contract Time due to a directive to make changes in the Work, the Work shall proceed as provided in this article subject to subsequent agreement of the parties or final resolution of the dispute pursuant to Article 24.

(5) Consent of surety will be obtained for all Contract Change Orders involving an increase in the Contract Sum.

(6) Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly to perform changes in the Work, unless otherwise directed by the Owner through the Architect.

B. DETERMINATION of ADJUSTMENT of the CONTRACT SUM

The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods, or a combination thereof, as selected by the Owner:

(1) **Lump Sum.** By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved the total mark-up for the Contractor and a Subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

(2) **Unit Price.** By application of Unit Prices included in the Contract or subsequently agreed to by the parties. However, if the character or quantity originally contemplated is materially changed so that application of such unit price to quantities of Work proposed will cause substantial inequity to either party, the applicable unit price shall be equitably adjusted.

(3) **Force Account.** By directing the Contractor to proceed with the change in the Work on a "force account" basis under which the Contractor shall be reimbursed for reasonable expenditures incurred by the Contractor and its Subcontractors in performing added Work and the Owner shall receive reasonable credit for any deleted Work. The Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting of the cost of the change together with sufficient supporting data. Unless otherwise stated in the directive, the adjustment of the Contract Sum shall be limited to the following:

(a) costs of labor and supervision, including employee benefits, social security, retirement, unemployment and workers' compensation insurance required by law, agreement, or under Contractor's or Subcontractor's standard personnel policy;

(b) cost of materials, supplies and equipment, including cost of delivery, whether incorporated or consumed;

(c) rental cost of machinery and equipment, not to exceed prevailing local rates if contractor-owned;

(d) costs of premiums for insurance required by the Contract Documents, permit fees, and sales, use or similar taxes related to the change in the Work;

(e) reasonable credits to the Owner for the value of deleted Work, without Contractor or Subcontractor mark-ups; and

(f) for additions to the Contract Sum, mark-up of the Contractor's direct costs for overhead and profit not exceeding 15% on Contractor's work nor exceeding 25% for Contractor and Subcontractor on a Subcontractor's work. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's

indirect costs of the change, such as the cost of insurance other than mentioned above, bonds, superintendent and other job office personnel, watchman, use and rental of small tools, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

C. ADJUSTMENT of the CONTRACT TIME due to CHANGES

(1) Unless otherwise provided in the Contract Documents, the Contract Time shall be equitably adjusted for the performance of a change provided that the Contractor notifies the Architect in writing that the change will increase the time required to complete the Work. Such notice shall be provided no later than:

- (a) with the Contractor's cost proposal stating the number of days of extension requested, or
- (b) within ten days after the Contractor receives a directive to proceed with a change in advance of submitting a cost proposal, in which case the notice should provide an estimated number of days of extension to be requested, which may be subject to adjustment in the cost proposal.

(2) The Contract Time shall be extended only to the extent that the change affects the time required to complete the entire Work of the Contract, taking into account the concurrent performance of the changed and unchanged Work.

D. CHANGE ORDER PROCEDURES

(1) If the Owner proposes to make a change in the Work, the Architect will request that the Contractor provide a cost proposal for making the change to the Work. The request shall be in writing and shall adequately describe the proposed change using drawings, specifications, narrative, or a combination thereof. Within 21 days after receiving such a request, or such other time as may be stated in the request, the Contractor shall prepare and submit to the Architect a written proposal, properly itemized and supported by sufficient substantiating data to facilitate evaluation. The stated time within which the Contractor must submit a proposal may be extended if, within that time, the Contractor makes a written request with reasonable justification thereof.

(2) The Contractor may voluntarily offer a change proposal which, in the Contractor's opinion, will reduce the cost of construction, maintenance, or operation or will improve the cost-effective performance of an element of the Project, in which case the Owner, through the Architect, will accept, reject, or respond otherwise within 21 days after receipt of the proposal, or such other reasonable time as the Contractor may state in the proposal.

(3) If the Contractor's proposal is acceptable to the Owner, or is negotiated to the mutual agreement of the Contractor and Owner, the Architect will prepare an appropriate Contract Change Order for execution. Upon receipt of the fully executed Contract Change Order, the Contractor shall proceed with the change.

(4) In advance of delivery of a fully executed Contract Change Order, the Architect may furnish to the Contractor a written authorization to proceed with an agreed change. However, such an authorization shall be effective only if it:

- (a) identifies the Contractor's accepted or negotiated proposal for the change,
- (b) states the agreed adjustments, if any, in Contract Sum and Contract Time,
- (c) states that funds are available to pay for the change, and
- (d) is signed by the Owner.

(5) If the Contractor and Owner cannot agree on the amount of the adjustment in the Contract Sum for a change, the Owner, through the Architect, may order the Contractor to proceed with the change on a Force Account basis, but the net cost to the Owner shall not exceed the amount quoted in the Contractor's proposal. Such order shall state that funds are available to pay for the change.

(6) If the Contractor does not promptly respond to a request for a proposal, or the Owner determines that the change is essential to the final product of the Work and that the change must be effected immediately to avoid delay of the Project, the Owner may:

(a) determine with the Contractor a sufficient maximum amount to be authorized for the change and

(b) direct the Contractor to proceed with the change on a Force Account basis pending delivery of the Contractor's proposal, stating the maximum increase in the Contract Sum that is authorized for the change.

(7) Pending agreement of the parties or final resolution of any dispute of the total amount due the Contractor for a change in the Work, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by an interim Change Order indicating the parties' agreement with part of all of such costs or time extension. Once a dispute is resolved, it shall be implemented by preparation and execution of an appropriate Change Order.

ARTICLE 20

CLAIMS for EXTRA COST or EXTRA WORK

- A. If the Contractor considers any instructions by the Architect, Owner, BC Project Inspector, or public authority having jurisdiction to be contrary to the requirements of the Contract Documents and will involve extra work and/or cost under the Contract, the Contractor shall give the Architect written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute such work. As used in this Article, "instructions" shall include written or oral clarifications, directions, instructions, interpretations, or determinations.
- B. The Contractor's notification pursuant to Paragraph 20.A shall state: (1) the date, circumstances, and source of the instructions, (2) that the Contractor considers the instructions to constitute a change to the Contract Documents and why, and (3) an estimate of extra cost and time that may be involved to the extent an estimate may be reasonably made at that time.
- C. Except for claims relating to an emergency endangering life or property, no claim for extra cost or extra work shall be considered in the absence of prior notice required under Paragraph 20.A.
- D. Within ten days of receipt of a notice pursuant to Paragraph 20.A, the Architect will respond in writing to the Contractor, stating one of the following:
- (1) The cited instruction is rescinded.
- (2) The cited instruction is a change in the Work and in which manner the Contractor is to proceed with procedures of Article 19, Changes in the Work.
- (3) The cited instruction is reconfirmed, is not considered by the Architect to be a change in the Contract Documents, and the Contractor is to proceed with Work as instructed.

- E. If the Architect's response to the Contractor is as in Paragraph 20.D(3), the Contractor shall proceed with the Work as instructed. If the Contractor continues to consider the instructions to constitute a change in the Contract Documents, the Contractor shall, within ten days after receiving the Architect's response, notify the Architect in writing that the Contractor intends to submit a claim pursuant to Article 24, Resolution of Claims and Disputes

ARTICLE 21

DIFFERING SITE CONDITIONS

A. DEFINITION

“Differing Site Conditions” are:

- (1) subsurface or otherwise concealed physical conditions at the Project site which differ materially from those indicated in the Contract Documents, or
- (2) unknown physical conditions at the Project site which are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in construction activities of the character required by the Contract Documents.

B. PROCEDURES

If Differing Site Conditions are encountered, then the party discovering the condition shall promptly notify the other party before the condition is disturbed and in no event later than ten days after discovering the condition. Upon such notice and verification that a Differing Site Condition exists, the Architect will, with reasonable promptness and with the Owner's concurrence, make changes in the Drawings and/or Specifications as are deemed necessary to conform to the Differing Site Condition. Any increase or decrease in the Contract Sum or Contract Time that is warranted by the changes will be made as provided under Article 19, Changes in the Work. If the Architect determines a Differing Site Condition has not been encountered, the Architect shall notify the Owner and Contractor in writing, stating the reason for that determination.

ARTICLE 22

CLAIMS for DAMAGES

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after the discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 23

DELAYS

- A. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided,

however, that the Contractor shall, within ten days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.

- B.** Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
- (1) the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
 - (2) the Contractor shall, within twenty-one days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
 - (3) within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.
- C.** Adjustments, if any, of the Contract Time pursuant to this Article shall be incorporated into the Contract by a Contract Change Order prepared by the Architect and signed by the Contractor, Owner, and other signatories to the Construction Contract or, at closeout of the Contract, by mutual written agreement between the Contractor and Owner. The adjustment of the Contract Time shall not exceed the extent to which the delay extends the time required to complete the entire Work of the Contract.
- D.** The Contractor shall not be entitled to any adjustment of the Contract Sum for damage due to delays claimed pursuant to this Article unless the delay was caused by the Owner or Architect and was either:
- (1) the result of bad faith or active interference or
 - (2) beyond the contemplation of the parties and not remedied within a reasonable time after notification by the Contractor of its presence.

ARTICLE 24

RESOLUTION of CLAIMS and DISPUTES

A. APPLICABILITY of ARTICLE

(1) As used in this Article, “Claims and Disputes” include claims or disputes asserted by the Contractor, its Surety, or Owner arising out of or related to the Contract, or its breach, including without limitation claims seeking, under the provisions of the Contract, equitable adjustment of the Contract Sum or Contract Time and claims and disputes arising between the Contractor (or its Surety) and Owner regarding interpretation of the Contract Documents, performance of the Work, or breach of or compliance with the terms of the Contract.

(2) “Resolution” addressed in this Article applies only to Claims and Disputes arising between the Contractor (or its Surety) and Owner and asserted after execution of the Construction Contract and prior to the date upon which final payment is made. Upon making application for final payment the Contractor may reserve the right to subsequent Resolution of existing Claims by including a list of all Claims, in stated amounts, which remain to be resolved and specifically excluding them from any release of claims executed by the Contractor, and in that event Resolution may occur after final payment is made.

B. CONTINUANCE of PERFORMANCE

An unresolved Claim or Dispute shall not be just cause for the Contractor to fail or refuse to proceed diligently with performance of the Contract or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

C. GOOD FAITH EFFORT to SETTLE

The Contractor and Owner agree that, upon the assertion of a Claim by the other, they will make a good faith effort, with the Architect’s assistance and advice, to achieve mutual resolution of the Claim. If mutually agreed, the Contractor and Owner may endeavor to resolve a Claim through mediation. If efforts to settle are not successful, the Claim shall be resolved in accordance with paragraph D or E below, whichever applies.

D. Not Used

E. FINAL RESOLUTION for LOCALLY-FUNDED CONTRACTS

If the Contract is funded in whole with funds provided by a city or county board of education or other local governmental authority and the Contract Documents do not stipulate a binding alternative dispute resolution method, the final resolution of Claims and Disputes which cannot be resolved by the Contractor (or its Surety) and Owner may be by any legal remedy available to the parties. Alternatively, upon the written agreement of the Contractor (or its Surety) and the Owner, final Resolution of Claims and Disputes may be by submission to binding arbitration before a neutral arbitrator or panel or by submission to the Director in accordance with preceding Paragraph D.

ARTICLE 25
OWNER’S RIGHT to CORRECT DEFECTIVE WORK

If the Contractor fails or refuses to correct Defective Work in a timely manner that will avoid delay of completion, use, or occupancy of the Work or work by the Owner or separate contractors, the Architect may give the Contractor written Notice to Cure the Defective Work within a reasonable, stated time. If within ten days after receipt of the Notice to Cure the Contractor has not proceeded and satisfactorily continued to cure the Defective Work or provided the Architect with written verification that satisfactory positive action is in process to cure the Defective Work, the Owner may, without prejudice to any other remedy available to the Owner, correct the Defective Work and deduct the actual cost of the correction from payment then or thereafter due to the Contractor.

ARTICLE 26

OWNER'S RIGHT to STOP or SUSPEND the WORK

A. STOPPING the WORK for CAUSE

If the Contractor fails to correct Defective Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work, or any part of the Work, until the cause for the Owner's directive has been eliminated; however, the Owner's right to stop the Work shall not be construed as a duty of the Owner to be exercised for the benefit of the Contractor or any other person or entity.

B. SUSPENSION by the OWNER for CONVENIENCE

(1) The Owner may, at any time and without cause, direct the Contractor in writing to suspend, delay or interrupt the Work, or any part of the Work, for a period of time as the Owner may determine.

(2) The Contract Sum and Contract Time shall be adjusted, pursuant to Article 19, for reasonable increases in the cost and time caused by an Owner-directed suspension, delay or interruption of Work for the Owner's convenience. However, no adjustment to the Contract Sum shall be made to the extent that the same or concurrent Work is, was or would have been likewise suspended, delayed or interrupted for other reasons not caused by the Owner.

ARTICLE 27

OWNER'S RIGHT to TERMINATE CONTRACT

A. TERMINATION by the OWNER for CAUSE

(1) **Causes:** The Owner may terminate the Contractor's right to complete the Work, or any designated portion of the Work, if the Contractor:

- (a) should be adjudged bankrupt, or should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency to the extent termination for these reasons is permissible under applicable law;
- (b) refuses or fails to prosecute the Work, or any part of the Work, with the diligence that will ensure its completion within the Contract Time, including any extensions, or fails to complete the Work within the Contract Time;
- (c) refuses or fails to perform the Work, including prompt correction of Defective Work, in a manner that will ensure that the Work, when fully completed, will be in accordance with the Contract Documents;
- (d) fails to pay for labor or materials supplied for the Work or to pay Subcontractors in accordance with the respective Subcontract;
- (e) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or the instructions of the Architect or Owner; or
- (f) is otherwise guilty of a substantial breach of the Contract.

(2) **Procedure for Unbonded Construction Contracts (Generally, contracts less than \$50,000):**

- (a) **Notice to Cure:** In the presence of any of the above conditions the Architect may give the Contractor written notice to cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor written notice that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a seven day Notice of Termination without giving the Contractor another Notice to Cure.

(d) At the expiration of the seven days of the termination notice, the Owner may:

.1 take possession of the site, of all materials and equipment stored on and off site, and of all Contractor-owned tools, construction equipment and machinery, and facilities located at the site, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

(e) The Contractor shall not be entitled to receive further payment under the Contract until the Work is completed.

(f) If the Owner's cost of completing the Work, including correction of Defective Work, compensation for additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees due to the default and termination, is less than the unpaid balance of the Contract Sum, the excess balance less liquidated damages for delay shall be paid to the Contractor. If such cost to the Owner including attorney's fees, plus liquidated damages, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Final Resolution of any claim or Dispute involving the termination or any amount due any party as a result of the termination shall be pursuant to Article 24.

(g) Upon the Contractor's request, the Owner shall furnish to the Contractor a detailed accounting of the Owner's cost of completing the Work.

(3) Procedure for Bonded Construction Contracts (Generally, contracts over \$50,000):

(a) Notice to Cure: In the presence of any of the above conditions the Architect may give the Contractor and its Surety written Notice to Cure the condition within a reasonable, stated time, but not less than ten days after the Contractor receives the notice.

(b) Notice of Termination: If, at the expiration of the time stated in the Notice to Cure, the Contractor has not proceeded and satisfactorily continued to cure the condition or provided the Architect with written verification that satisfactory positive action is in process to cure the condition, the Owner may, without prejudice to any other rights or remedies of the Owner, give the Contractor and its Surety written notice declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the written Notice of Termination.

(c) If the Contractor satisfies a Notice to Cure, but the condition for which the notice was first given reoccurs, the Owner may give the Contractor a Notice of Termination without giving the Contractor another Notice to Cure.

(d) Demand on the Performance Bond: With the Notice of Termination the Owner shall give the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation to take charge of and complete the Work in accordance with the terms of the Performance Bond.

(e) Surety Claims: Upon receiving the Owner's demand on the Performance Bond, the Surety shall assume all rights and obligations of the Contractor under the Contract. However,

the Surety shall also have the right to assert "Surety Claims" to the Owner, which are defined as claims relating to acts or omissions of the Owner or Architect prior to termination of the Contractor which may have prejudiced its rights as Surety or its interest in the unpaid balance of the Contract Sum. If the Surety wishes to assert a Surety Claim, it shall give the Owner, through the Architect, written notice within twenty-one days after first recognizing the condition giving rise to the Surety Claim. The Surety Claim shall then be submitted to the Owner, through the Architect, no later than sixty days after giving notice thereof, but no such Surety Claims shall be considered if submitted after the date upon which final payment becomes due. Final resolution of Surety Claims shall be pursuant to Article 24, Resolution of Claims and Disputes. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.

(f) Payments to Surety: The Surety shall be paid for completing the Work in accordance with the Contract Documents as if the Surety were the Contractor. The Owner shall have the right to deduct from payments to the Surety any reasonable costs incurred by the Owner, including compensation for additional architectural, engineering, managerial, and administrative services, and attorneys' fees as necessitated by termination of the Contractor and completion of the Work by the Surety. No further payments shall be made to the Contractor by the Owner. The Surety shall be solely responsible for any accounting to the Contractor for the portion of the Contract Sum paid to Surety by Owner or for the costs and expenses of completing the Work.

(4) Wrongful Termination: If any notice of termination by the Owner for cause, made in good faith, is determined to have been wrongly given, such termination shall be effective and compensation therefore determined as if it had been a termination for convenience pursuant to Paragraph B below.

B. TERMINATION by the OWNER for CONVENIENCE

(1) The Owner may, without cause and at any time, terminate the performance of Work under the Contract in whole, or in part, upon determination by the Owner that such termination is in the Owner's best interest. Such termination is referred to herein as Termination for Convenience.

(2) Upon receipt of a written notice of Termination for Convenience from the Owner, the Contractor shall:

- (a)** stop Work as specified in the notice;
- (b)** enter into no further subcontracts or purchase orders for materials, services, or facilities, except as may be necessary for Work directed to be performed prior to the effective date of the termination or to complete Work that is not terminated;
- (c)** terminate all existing subcontracts and purchase orders to the extent they relate to the terminated Work;
- (d)** take such actions as are necessary, or directed by the Architect or Owner, to protect, preserve, and make safe the terminated Work; and
- (e)** complete performance of the Work that is not terminated.

(3) In the event of Termination for Convenience, the Contractor shall be entitled to receive payment for the Work performed prior to its termination, including materials and equipment purchased and delivered for incorporation into the terminated Work, and any reasonable costs incurred because of the termination. Such payment shall include reasonable mark-up of costs for overhead and profit, not to exceed the limits stated in Article 19, Changes in the Work. The

Contractor shall be entitled to receive payment for reasonable anticipated overhead (“home office”) and shall not be entitled to receive payment for any profits anticipated to have been gained from the terminated Work. A proposal for decreasing the Contract Sum shall be submitted to the Architect by the Contractor in such time and detail, and with such supporting documentation, as is reasonably directed by the Owner. Final modification of the Contract shall be by Contract Change Order pursuant to Article 19. Any Claim or Dispute involving the termination or any amount due a party as a result shall be resolved pursuant to Article 24.

ARTICLE 28

CONTRACTOR’S RIGHT to SUSPEND or TERMINATE the CONTRACT

A. SUSPENSION by the OWNER

If all of the Work is suspended or delayed for the Owner’s convenience or under an order of any court, or other public authority, for a period of sixty days, through no act or fault of the Contractor or a Subcontractor, or anyone for whose acts they may be liable, then the Contractor may give the Owner a written Notice of Termination which allows the Owner fourteen days after receiving the Notice in which to give the Contractor appropriate written authorization to resume the Work. Absent the Contractor’s receipt of such authorization to resume the Work, the Contract shall terminate upon expiration of this fourteen day period and the Contractor will be compensated by the Owner as if the termination had been for the Owner’s convenience pursuant to Article 27.B.

B. NONPAYMENT

The Owner’s failure to pay the undisputed amount of an Application for Payment within sixty days after receiving it from the Architect (Certified pursuant to Article 30) shall be just cause for the Contractor to give the Owner fourteen days’ written notice that the Work will be suspended pending receipt of payment but that the Contract shall terminate if payment is not received within fourteen days (or a longer period stated by the Contractor) of the expiration of the fourteen day notice period.

(1) If the Work is then suspended for nonpayment, but resumed upon receipt of payment, the Contractor will be entitled to compensation as if the suspension had been by the Owner pursuant to Article 26, Paragraph B.

(2) If the Contract is then terminated for nonpayment, the Contractor will be entitled to compensation as if the termination had been by the Owner pursuant to Article 27, Paragraph B.

ARTICLE 29

PROGRESS PAYMENTS

A. FREQUENCY of PROGRESS PAYMENTS

Unless otherwise provided in the Contract Documents, the Owner will make payments to the Contractor as the Work progresses based on monthly estimates prepared and certified by the Contractor, approved and certified by the Architect, and approved by the Owner and other

authorities whose approval is required.

B. SCHEDULE of VALUES

Within ten days after receiving the Notice to Proceed the Contractor shall submit to the Architect a Schedule of Values, which is a breakdown of the Contract Sum showing the value of the various parts of the Work for billing purposes. The Schedule of Values shall be prepared on 8 1/2" x 11" paper in a format that is acceptable to the Architect and Owner and shall divide the Contract Sum into as many parts ("line items") as the Architect and Owner determine necessary to permit evaluation and to show amounts attributable to Subcontractors. The Contractor's overhead and profit are to be proportionately distributed throughout the line items of the Schedule of Values. Upon approval, the Schedule of Values shall be used as a basis for monthly Applications for Payment, unless it is later found to be in error. Approved change order amounts shall be added to or incorporated into the Schedule of Values as mutually agreed by the Contractor and Architect.

C. APPLICATIONS for PAYMENTS

(1) Based on the approved Schedule of Values, each monthly Application for Payment shall show the Contractor's estimate of the value of Work performed in each line item as of the end of the billing period. The Contractor's cost of materials and equipment not yet incorporated into the Work, but delivered and suitably stored on the site, may be considered in monthly Applications for Payment.

(2) The Contractor's estimate of the value of Work performed and stored materials must represent such reasonableness as to warrant certification by the Architect to the Owner in accordance with Article 30. Each monthly Application for Payment shall be supported by such data as will substantiate the Contractor's right to payment, including without limitation copies of requisitions from subcontractors and material suppliers.

(3) If no other date is stated in the Contract Documents or agreed upon by the parties, each monthly Application for Payment shall be submitted to the Architect on or about the first day of each month and payment shall be issued to the Contractor within thirty days after an Application for Payment is Certified pursuant to Article 30 and delivered to the Owner

D. MATERIALS STORED OFF SITE

Unless otherwise provided in the Contract Documents, the Contractor's cost of materials and equipment to be incorporated into the Work, which are stored off the site, may also be considered in monthly Applications for Payment under the following conditions:

- (1) the contractor has received written approval from the Architect and Owner to store the materials or equipment off site in advance of delivering the materials to the off site location;
- (2) a Certificate of Insurance is furnished to the Architect evidencing that a special insurance policy, or rider to an existing policy, has been obtained by the Contractor providing all-risk property insurance coverage, specifically naming the materials or equipment stored, and naming the Owner as an additionally insured party;
- (3) the Architect is provided with a detailed inventory of the stored materials or equipment and the materials or equipment are clearly marked in correlation to the inventory to facilitate inspection and verification of the presence of the materials or equipment by the Architect or Owner;

- (4) the materials or equipment are properly and safely stored in a bonded warehouse, or a facility otherwise approved in advance by the Architect and Owner; and
- (5) compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

E. RETAINAGE

(1) "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

(2) In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of the materials stored for the Work; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

F. CONTRACTOR'S CERTIFICATION

(1) Each Application for Payment shall bear the Contractor's notarized certification that, to the best of the Contractor's knowledge, information, and belief, the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner and that the current payment shown in the Application for Payment has not yet been received.

(2) By making this certification the Contractor represents to the Architect and Owner that, upon receipt of previous progress payments from the Owner, the Contractor has promptly paid each Subcontractor, in accordance with the terms of its agreement with the Subcontractor, the amount due the Subcontractor from the amount included in the progress payment on account of the Subcontractor's Work and stored materials. The Architect and Owner may advise Subcontractors and suppliers regarding percentages of completion or amounts requested and/or approved in an Application for Payment on account of the Subcontractor's Work and stored materials.

G. PAYMENT ESTABLISHES OWNERSHIP

All material and Work covered by progress payments shall become the sole property of the Owner, but the Contractor shall not be relieved from the sole responsibility for the care and protection of material and Work upon which payments have been made and for the restoration of any damaged material and Work.

ARTICLE 30
CERTIFICATION and APPROVALS for PAYMENT

- A. The Architect's review, approval, and certification of Applications for Payment shall be based on the Architect's general knowledge of the Work obtained through site visits and the information provided by the Contractor with the Application. The Architect shall not be required to perform exhaustive examinations, evaluations, or estimates of the cost of completed or uncompleted Work or stored materials to verify the accuracy of amounts requested by the Contractor, but the Architect

shall have the authority to adjust the Contractor's estimate when, in the Architect's reasonable opinion, such estimates are overstated or understated.

- B.** Within seven days after receiving the Contractor's monthly Application for Payment, or such other time as may be stated in the Contract Documents, the Architect will take one of the following actions:
- (1)** The Architect will approve and certify the Application as submitted and forward it as a Certification for Payment for approval by the Owner (and other approving authorities, if any) and payment.
 - (2)** If the Architect takes exception to any amounts claimed by the Contractor and the Contractor and Architect cannot agree on revised amounts, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to certify to the Owner, transmitting a copy of same to the Contractor.
 - (3)** To the extent the Architect determines may be necessary to protect the Owner from loss on account of any of the causes stated in Article 31, the Architect may subtract from the Contractor's estimates and will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due and notify the Contractor and Owner in writing of the Architect's reasons for withholding payment in whole or in part.
- C.** Neither the Architect's issuance of a Certificate for Payment nor the Owner's resulting progress payment shall be a representation to the Contractor that the Work in progress or completed at that time is accepted or deemed to be in conformance with the Contract Documents.
- D.** The Architect shall not be required to determine that the Contractor has promptly or fully paid Subcontractors and suppliers or how or for what purpose the Contractor has used monies paid under the Construction Contract. However, the Architect may, upon request and if practical, inform any Subcontractor or supplier of the amount, or percentage of completion, approved or paid to the Contractor on account of the materials supplied or the Work performed by the Subcontractor.

ARTICLE 31 **PAYMENTS WITHHELD**

- A.** The Architect may nullify or revise a previously issued Certificate for Payment prior to Owner's payment thereunder to the extent as may be necessary in the Architect's opinion to protect the Owner from loss on account of any of the following causes not discovered or fully accounted for at the time of the certification or approval of the Application for Payment:
- (1)** Defective Work;
 - (2)** filed, or reasonable evidence indicating probable filing of, claims arising out of the Contract by other parties against the Contractor;
 - (3)** the Contractor's failure to pay for labor, materials or equipment or to pay Subcontractors;
 - (4)** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - (5)** damage suffered by the Owner or another contractor caused by the Contractor, a Subcontractor, or anyone for whose acts they may be liable;
 - (6)** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance is insufficient to cover applicable liquidated damages; or
 - (7)** the Contractor's persistent failure to conform to the requirements of the Contract Documents.

- B. If the Owner deems it necessary to withhold payment pursuant to preceding Paragraph A, the Owner will notify the Contractor and Architect in writing of the amount to be withheld and the reason for same.
- C. The Architect shall not be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remains to be determined by Specified Inspections or Final Inspections to be performed in their proper sequence. However, if Work for which payment has been approved, certified, or made under an Application for Payment is subsequently determined to be Defective Work, the Architect shall determine an appropriate amount that will protect the Owner's interest against the Defective Work.
 - (1) If payment has not been made against the Application for Payment first including the Defective Work, the Architect will notify the Owner and Contractor of the amount to be withheld from the payment until the Defective Work is brought into compliance with the Contract Documents.
 - (2) If payment has been made against the Application for Payment first including the Defective Work, the Architect will withhold the appropriate amount from the next Application for Payment submitted after the determination of noncompliance, such amount to then be withheld until the Defective Work is brought into compliance with the Contract Documents.
- D. The amount withheld will be paid with the next Application for Payment certified and approved after the condition for which the Owner has withheld payment is removed or otherwise resolved to the Owner's satisfaction.
- E. The Owner shall have the right to withhold from payments due the Contractor under this Contract an amount equal to any amount which the Contractor owes the Owner under another contract.

ARTICLE 32

SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion of the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use without disruption or interference by the Contractor in completing or correcting any remaining unfinished Work ("punch list" items). Substantial Completion of the Work, or a designated portion of the Work, is not achieved until so agreed in a Certificate of Substantial Completion signed by the Contractor, Architect, and the Owner.
- B. The Contractor shall notify the Architect in writing when it considers the Work, or a portion of the Work which the Owner has agreed to accept separately, to be substantially complete and ready for a Final Inspection pursuant to Article 16. In this notification the Contractor shall identify any items remaining to be completed or corrected for Final Acceptance prior to final payment.
- C. Substantial Completion is achieved and a Final Inspection is appropriate only when a minimal number of punch list items exists and only a short period of time will be required to correct or complete them. Upon receipt of the Contractor's notice for a Final Inspection, the Architect will advise the Contractor in writing of any conditions of the Work which the Architect or Owner is

aware do not constitute Substantial Completion, otherwise, a Final Inspection will proceed within a reasonable time after the Contractor's notice is given. However, the Architect will not be required to prepare lengthy listings of punch list items; therefore, if the Final Inspection discloses that Substantial Completion has not been achieved, the Architect may discontinue or suspend the inspection until the Contractor does achieve Substantial Completion.

D. CERTIFICATE of SUBSTANTIAL COMPLETION

(1) When the Work or a designated portion of the Work is substantially complete, the Architect will prepare and sign a Certificate of Substantial Completion to be signed in order by the Contractor, Owner, and Architect.

(2) When signed by all parties, the Certificate of Substantial Completion shall establish the Date of Substantial Completion which is the date upon which:

- (a) the Work, or designated portion of the Work, is accepted by the Architect and the Owner.
- (b) the Contractor's one-year and special warranties for the Work covered by the Certificate commence, unless stated otherwise in the Certificate (the one-year warranty for punch list items completed or corrected after the period allowed in the Certificate shall commence on the date of their Final Acceptance) , and
- (c) Owner becomes responsible for building security, maintenance, utility services, and insurance, unless stated otherwise in the Certificate.

(3) The Certificate of Substantial Completion shall set the time within which the Contractor shall finish all items on the "punch list" accompanying the Certificate. The completion of punch list items shall be a condition precedent to Final Payment.

(4) If the Work or designated portion covered by a Certificate of Substantial Completion includes roofing work, the General Contractor's (5-year) Roofing Guarantee, ABC Form C-9, must be executed by the Contractor and attached to the Certificate of Substantial Completion. If the Contract Documents specify any other roofing warranties to be provided by the roofing manufacturer, Subcontractor, or Contractor, they must also be attached to the Certificate of Substantial Completion.

E. The Date of Substantial Completion of the Work, as set in the Certificate of Substantial Completion of the Work or of the last completed portion of the Work, establishes the extent to which the Contractor is liable for Liquidated Damages, if any; however, should the Contractor fail to complete all punch list items within thirty days, or such other time as may be stated in the respective Certificate of Substantial Completion, the Contractor shall bear any expenses, including additional Architectural services and expenses, incurred by the Owner as a result of such failure to complete punch list items in a timely manner.

ARTICLE 33
OCCUPANCY or USE PRIOR to COMPLETION

A. UPON SUBSTANTIAL COMPLETION

Prior to completion of the entire Work, the Owner may occupy or begin utilizing any designated portion of the Work on the agreed Date of Substantial Completion of that portion of the Work.

B. BEFORE SUBSTANTIAL COMPLETION

- (1) The Owner shall not occupy or utilize any portion of the Work before Substantial Completion of that portion has been achieved.
- (2) The Owner may deliver furniture and equipment and store, or install it in place ready for occupancy and use, in any designated portion of the Work before it is substantially completed under the following conditions:
 - (a) The Owner's storage or installation of furniture and equipment will not unreasonably disrupt or interfere with the Contractor's completion of the designated portion of the Work.
 - (b) The Contractor consents to the Owner's planned action (such consent shall not be unreasonably withheld).
 - (c) The Owner shall be responsible for insurance coverage of the Owner's furniture and equipment, and the Contractor's liability shall not be increased.
 - (d) The Contractor, Architect, and Owner will jointly inspect and record the condition of the Work in the area before the Owner delivers and stores or installs furniture and equipment; the Owner will equitably compensate the Contractor for making any repairs to the Work that may subsequently be required due to the Owner's delivery and storage or installation of furniture and equipment.
 - (e) The Owner's delivery and storage or installation of furniture and equipment shall not be deemed an acceptance of any Work not completed in accordance with the requirements of the Contract Documents.

ARTICLE 34 FINAL PAYMENT

A. PREREQUISITES to FINAL PAYMENT

The following conditions are prerequisites to Final Payment becoming due the Contractor:

- (1) Full execution of a Certificate of Substantial Completion for the Work, or each designated portion of the Work.
- (2) Final Acceptance of the Work.
- (3) The Contractor's completion, to the satisfaction of the Architect and Owner, of all documentary requirements of the Contract Documents; such as delivery of "as-built" documents, operating and maintenance manuals, warranties, etc.
- (4) Delivery to the Owner of a final Application for Payment, prepared by the Contractor and approved and certified by the Architect.
- (5) Completion of an Advertisement for Completion pursuant to Paragraph C below.
- (6) Delivery by the Contractor to the Owner through the Architect of a Release of Claims and such other documents as may be required by Owner, satisfactory in form to the Owner pursuant to Paragraph D below.
- (7) Consent of Surety, if any, to Final Payment to Contractor.
- (8) Delivery by the Contractor to the Architect and Owner of other documents, if any, required by the Contract Documents as prerequisites to Final Payment.

B. FINAL ACCEPTANCE of the WORK

"Final Acceptance of the Work" shall be achieved when all "punch list" items recorded with the

Certificate(s) of Substantial Completion are accounted for by either: **(1)** their completion or correction by the Contractor and acceptance by the Architect, Owner, and BC Project Inspector, or **(2)** their resolution under Article 18, Deductions for Uncorrected Work.

C. ADVERTISEMENT for COMPLETION

(1) Not Used.

(2) If the Contract Sum is more than \$50,000: The Contractor, immediately after being notified by the Architect that all other requirements of the Contract have been completed, shall give public notice of completion of the Contract by having an Advertisement for Completion, similar to the sample contained in the Project Manual, published for a period of four successive weeks in some newspaper of general circulation published within the city or county where the Work was performed. Proof of publication of the Advertisement for Completion, in duplicate, shall be made by the Contractor to the Architect by affidavit of the publisher and a printed copy of the Advertisement for Completion published, in duplicate. If no newspaper is published in the county where the work was done, the notice may be given by posting at the Court House for thirty days and proof of same made by Probate Judge or Sheriff and the Contractor. Final payment shall not be due until thirty days after this public notice is completed.

D. RELEASE of CLAIMS

The Release of Claims and other documents referenced in Paragraph A(6) above are as follows:

(1) A release executed by Contractor of all claims and claims of lien against the Owner arising under and by virtue of the Contract, other than such claims of the Contractor, if any, as may have been previously made in writing and as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

(2) An affidavit under oath, if required, stating that so far as the Contractor has knowledge or information, there are no claims or claims of lien which have been or will be filed by any Subcontractor, Supplier or other party for labor or material for which a claim or claim of lien could be filed.

(3) A release, if required, of all claims and claims of lien made by any Subcontractor, Supplier or other party against the Owner or unpaid Contract funds held by the Owner arising under or related to the Work on the Project; provided, however, that if any Subcontractor, Supplier or others refuse to furnish a release of such claims or claims of lien, the Contractor may furnish a bond executed by Contractor and its Surety to the Owner to provide an unconditional obligation to defend, indemnify and hold harmless the Owner against any loss, cost or expense, including attorney's fees, arising out of or as a result of such claims, or claims of lien, in which event Owner may make Final Payment notwithstanding such claims or claims of lien. If Contractor and Surety fail to fulfill their obligations to Owner under the bond, the Owner shall be entitled to recover damages as a result of such failure, including all costs and reasonable attorney's fees incurred to recover such damages.

E. EFFECT of FINAL PAYMENT

(1) The making of Final Payment shall constitute a waiver of Claims by the Owner except those arising from:

(a) liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

- (b) failure of the Work to comply with the requirements of the Contract Documents;
- (c) terms of warranties or indemnities required by the Contract Documents, or
- (d) latent defects.

(2) Acceptance of Final Payment by the Contractor shall constitute a waiver of claims by Contractor except those previously made in writing, identified by Contractor as unsettled at the time of final Application for Payment, and specifically excepted from the release provided for in Paragraph D(1), above.

ARTICLE 35

CONTRACTOR'S WARRANTY

A. GENERAL WARRANTY

The Contractor warrants to the Owner and Architect that all materials and equipment furnished under the Contract will be of good quality and new, except such materials as may be expressly provided or allowed in the Contract Documents to be otherwise, and that none of the Work will be Defective Work as defined in Article 1.

B. ONE-YEAR WARRANTY

(1) If, within one year after the date of Substantial Completion of the Work or each designated portion of the Work (or otherwise as agreed upon in a mutually-executed Certificate of Substantial Completion), any of the Work is found to be Defective Work, the Contractor shall promptly upon receipt of written notice from the Owner or Architect, and without expense to either, replace or correct the Defective Work to conform to the requirements of the Contract Documents, and repair all damage to the site, the building and its contents which is the result of Defective Work or its replacement or correction.

(2) The one-year warranty for punch list items shall begin on the Date of Substantial Completion if they are completed or corrected within the time period allowed in the Certificate of Substantial Completion in which they are recorded. The one-year warranty for punch list items that are not completed or corrected within the time period allowed in the Certificate of Substantial Completion, and other Work performed after Substantial Completion, shall begin on the date of Final Acceptance of the Work. The Contractor's correction of Work pursuant to this warranty does not extend the period of the warranty. The Contractor's one-year warranty does not apply to defects or damages due to improper or insufficient maintenance, improper operation, or wear and tear during normal usage.

(3) Upon recognizing a condition of Defective Work, the Owner shall promptly notify the Contractor of the condition. If the condition is causing damage to the building, its contents, equipment, or site, the Owner shall take reasonable actions to mitigate the damage or its continuation, if practical. If the Contractor fails to proceed promptly to comply with the terms of the warranty, or to provide the Owner with satisfactory written verification that positive action is in process, the Owner may have the Defective Work replaced or corrected and the Contractor and the Contractor's Surety shall be liable for all expense incurred.

(4) Year-end Inspection(s): An inspection of the Work, or each separately completed portion thereof, is required near the end of the Contractor's one-year warranty period(s). The subsequent delivery of the Architect's report of a Year-end Inspection will serve as confirmation that the Contractor was notified of Defective Work found within the warranty period.

(5) The Contractor's warranty of one year is in addition to, and not a limitation of, any other remedy stated herein or available to the Owner under applicable law.

C. NOT USED

D. SPECIAL WARRANTIES

(1) The Contractor shall deliver to the Owner through the Architect all special or extended warranties required by the Contract Documents from the Contractor, Subcontractors, and suppliers.

(2) The Contractor and the Contractor's Surety shall be liable to the Owner for such special warranties during the Contractor's one-year warranty; thereafter, the Contractor's obligations relative to such special warranties shall be to provide reasonable assistance to the Owner in their enforcement.

E. ASSUMPTION of GUARANTEES of OTHERS

If the Contractor disturbs, alters, or damages any work guaranteed under a separate contract, thereby voiding the guarantee of that work, the Contractor shall restore the work to a condition satisfactory to the Owner and shall also guarantee it to the same extent that it was guaranteed under the separate contract.

ARTICLE 36
INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and their commissioners, officers, supervisors, representatives, agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part, by the negligence or other fault of a party indemnified hereunder.

A. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

B. This indemnification does not extend to the liability of the Architect, or the Architect's Consultants,

agents, or employees, arising out of **(1)** the preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, Change Orders, drawings or specifications, or **(2)** the giving of or the failure to give directions or instructions, provided such giving or failure to give instructions is the primary cause of the injury or damage.

C. This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

ARTICLE 37

CONTRACTOR'S and SUBCONTRACTORS' INSURANCE

A. GENERAL

(1) RESPONSIBILITY. The Contractor shall be responsible to the Owner from the time of the signing of the Construction Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

(2) INSURANCE PROVIDERS. Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(3) NOTIFICATION ENDORSEMENT. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

(4) INSURANCE CERTIFICATES. The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- (a)** Name and address of authorized agent of the insurance company
- (b)** Name and address of insured
- (c)** Name of insurance company or companies
- (d)** Description of policies
- (e)** Policy Number(s)
- (f)** Policy Period(s)
- (g)** Limits of liability

- (h) Name and address of Owner as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty day notice of cancellation / non-renewal / change

(5) MAXIMUM DEDUCTIBLE. Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.

B. INSURANCE COVERAGES

Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

- .1 Bodily Injury by Accident - \$1,000,000 each accident
- .2 Bodily Injury by Disease - \$1,000,000 each employee

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
.1 General Aggregate	\$ 2,000,000.00 per Project
.2 Products, Completed Operations Aggregate	\$ 2,000,000.00 per Project
.3 Personal and Advertising Injury	\$ 1,000,000.00 per Occurrence
.4 Each Occurrence	\$ 1,000,000.00

(b) Additional Requirements for Commercial General Liability Insurance:

- .1 The policy shall name the Owner, Architect, and their agents, consultants and employees as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.
- .2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner, Architect and their agents, consultants, and employees as additional insureds.

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

(a) Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

.1 \$ 5,000,000 per Occurrence

.2 \$ 5,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

.1 The policy shall name the Owner, Architect and their agents, consultants, and employees as additional insureds.

.2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

(a) The Builder's Risk Policy shall be made payable to the Owner and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss - Special Form (current edition as of the date of Advertisement for Bids), or its equivalent. All deductibles shall be the sole responsibility of the Contractor.

(b) The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

(i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or

(ii) Partial or complete occupancy by Owner; or

(iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner."

C. SUBCONTRACTORS' INSURANCE

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

(2) LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

(3) ENFORCEMENT RESPONSIBILITY. The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor shall, upon request, provide the Architect or Owner acceptable evidence of insurance for any Subcontractor.

D. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

(1) BUILDER'S RISK INSURANCE. The obligation to insure under Subparagraph B(5) shall remain in effect until the Date of Substantial Completion as shall be established in the Certificate of Substantial Completion. In the event that multiple Certificates of Substantial Completion covering designated portions of the Work are issued, Builder's Risk coverage shall remain in effect until the Date of Substantial Completion as shall be established in the last issued Certificate of Substantial Completion. However, in the case that the Work involves separate buildings, Builder's Risk coverage of each separate building may terminate on the Date of Substantial Completion as established in the Certificate of Substantial Completion issued for each building.

(2) PRODUCTS and COMPLETED OPERATIONS. The obligation to carry Products and Completed Operations coverage specified under Subparagraph B(2) shall remain in effect for two years after the Date(s) of Substantial Completion.

(3) ALL OTHER INSURANCE. The obligation to carry other insurance coverages specified under Subparagraphs B(1) through B(4) and Paragraph C shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

E. WAIVERS of SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builder's risk insurance or other property insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall survive final acceptance and continue to apply to insured losses to the Work or other property on or adjacent to the Project.

ARTICLE 38 PERFORMANCE and PAYMENT BONDS

A. GENERAL

Upon signing and returning the Construction Contract to the Owner for final approval and execution, the Contractor shall, at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be on the form contained in the Project Manual, shall be executed by a surety company (Surety) acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official.

The provisions of this Article are not applicable to this Contract if the Contract Sum is less than \$50,000, unless bonds are required for this Contract in the Supplemental General Conditions.

B. PERFORMANCE BOND

Through the Performance Bond, the Surety's obligation to the Owner shall be to assure the prompt and faithful performance of the Contract and Contract Change Orders. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. In case of default on the part of the Contractor, the Surety shall take charge of and complete the Work in accordance with the terms of the Performance Bond. Any reasonable expenses incurred by the Owner as a result of default on the part of the Contractor, including architectural, engineering, administrative, and legal services, shall be recoverable under the Performance Bond.

C. PAYMENT BOND

Through the Payment Bond the Surety's obligation to the Owner shall be to guarantee that the Contractor and its Subcontractors shall promptly make payment to all persons supplying labor, materials, or supplies for, or in, the prosecution of the Work, including the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in civil actions on the Bond. Any person or entity indicating that they have a claim of nonpayment under the Bond shall, upon written request, be promptly furnished a certified copy of the Bond and Construction Contract by the Contractor, Architect, or Owner, whomever is recipient of the request.

D. CHANGE ORDERS

The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

E. EXPIRATION

The obligations of the Contractor's performance bond surety shall be coextensive with the contractor's performance obligations under the Contract Documents; provided, however, that the surety's obligation shall expire at the end of the one-year warranty period(s) of Article 35.

ARTICLE 39
ASSIGNMENT

The Contractor shall not assign the Contract or sublet it as a whole nor assign any moneys due or to become due to the Contractor thereunder without the previous written consent of the Owner (and of the

Surety, in the case of a bonded Construction Contract). As prescribed by the Public Works Law, the Contract shall in no event be assigned to an unsuccessful bidder for the Contract whose bid was rejected because the bidder was not a responsible or responsive bidder.

ARTICLE 40

CONSTRUCTION by OWNER or SEPARATE CONTRACTORS

A. OWNER'S RESERVATION of RIGHT

(1) The Owner reserves the right to self-perform, or to award separate contracts for, other portions of the Project and other Project related construction and operations on the site. The contractual conditions of such separate contracts shall be substantially similar to those of this Contract, including insurance requirements and the provisions of this Article. If the Contractor considers such actions to involve delay or additional cost under this Contract, notifications and assertion of claims shall be as provided in Article 20 and Article 23.

(2) When separate contracts are awarded, the term "Contractor" in the separate Contract Documents shall mean the Contractor who executes the respective Construction Contract.

B. COORDINATION

Unless otherwise provided in the Contract Documents, the Owner shall be responsible for coordinating the activities of the Owner's forces and separate contractors with the Work of the Contractor. The Contractor shall cooperate with the Owner and separate contractors, shall participate in reviewing and comparing their construction schedules relative to that of the Contractor when directed to do so, and shall make and adhere to any revisions to the construction schedule resulting from a joint review and mutual agreement.

C. CONDITIONS APPLICABLE to WORK PERFORMED by OWNER

Unless otherwise provided in the Contract Documents, when the Owner self-performs construction or operations related to the Project, the Owner shall be subject to the same obligations to Contractor as Contractor would have to a separate contractor under the provision of this Article 40.

D. MUTUAL RESPONSIBILITY

(1) The Contractor shall reasonably accommodate the required introduction and storage of materials and equipment and performance of activities by the Owner and separate contractors and shall connect and coordinate the Contractor's Work with theirs as required by the Contract Documents.

(2) By proceeding with an element or portion of the Work that is applied to or performed on construction by the Owner or a separate contractor, or which relies upon their operations, the Contractor accepts the condition of such construction or operations as being suitable for the Contractor's Work, except for conditions that are not reasonably discoverable by the Contractor. If the Contractor discovers any condition in such construction or operations that is not suitable for the proper performance of the Work, the Contractor shall not proceed, but shall instead promptly notify the Architect in writing of the condition discovered.

(3) The Contractor shall reimburse the Owner for any costs incurred by a separate contractor and payable by the Owner because of acts or omissions of the Contractor. Likewise, the Owner shall be responsible to the Contractor for any costs incurred by the Contractor because of the acts or omissions of a separate contractor.

(4) The Contractor shall not cut or otherwise alter construction by the Owner or a separate contractor without the written consent of the Owner and separate contractor; such consent shall not be unreasonably withheld. Likewise, the Contractor shall not unreasonably withhold its consent allowing the Owner or a separate contractor to cut or otherwise alter the Work.

(5) The Contractor shall promptly remedy any damage caused by the Contractor to the construction or property of the Owner or separate contractors.

ARTICLE 41

SUBCONTRACTS

A. AWARD of SUBCONTRACTS and OTHER CONTRACTS for PORTIONS of the WORK

(1) Unless otherwise provided in the Contract Documents, when delivering the executed Construction Contract, bonds, and evidence of insurance to the Architect, the Contractor shall also submit a listing of Subcontractors proposed for each principal portion of the Work and fabricators or suppliers proposed for furnishing materials or equipment fabricated to the design of the Contract Documents. This listing shall be in addition to any naming of Subcontractors, fabricators, or suppliers that may have been required in the bid process. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any Subcontractor, fabricator, or supplier proposed by the Contractor. The issuance of the Notice to Proceed in the absence of such objection by the Owner shall constitute notice that no reasonable objection to them is made.

(2) The Contractor shall not contract with a proposed Subcontractor, fabricator, or supplier to whom the Owner has made reasonable and timely objection. Except in accordance with prequalification procedures as may be contained in the Contract Documents, through specified qualifications, or on the grounds of reasonable objection, the Owner may not restrict the Contractor's selection of Subcontractors, fabricators, or suppliers.

(3) Upon the Owner's reasonable objection to a proposed Subcontractor, fabricator, or supplier, the Contractor shall promptly propose another to whom the Owner has no reasonable objection. If the proposed Subcontractor, fabricator, or supplier to whom the Owner made reasonable objection was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be equitably adjusted by Contract Change Order for any resulting difference if the Contractor has acted promptly and responsively in this procedure.

(4) The Contractor shall not change previously selected Subcontractors, fabricators, or suppliers without notifying the Architect and Owner in writing of proposed substitute Subcontractors, fabricators, or suppliers. If the Owner does not make a reasonable objection to a proposed substitute within three working days, the substitute shall be deemed approved.

B. SUBCONTRACTUAL RELATIONS

(1) The Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its subcontractors and material suppliers) to all the provisions of the

Contract Documents as they apply to the Subcontractor's and material supplier's portion of the Work.

(2) Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the Owner, nor to create a duty of the Architect, Owner, or Director to resolve disputes between or among the Contractor or its Subcontractors and suppliers or any other duty to such Subcontractors or suppliers.

ARTICLE 42

ARCHITECT'S STATUS

- A. The Architect is an independent contractor performing, with respect to this Contract, pursuant to an agreement executed between the Owner and the Architect. The Architect has prepared the Drawings and Specifications and assembled the Contract Document and is, therefore, charged with their interpretation and clarification as described in the Contract Documents. As a representative of the Owner, the Architect will endeavor to guard the Owner against variances from the requirements of the Contract Documents by the Contractor. On behalf of the Owner, the Architect will administer the Contract as described in the Contract Documents during construction and the Contractor's one-year warranty.
- B. So as to maintain continuity in administration of the Contract and performance of the Work, and to facilitate complete documentation of the project record, all communications between the Contractor and Owner regarding matters of or related to the Contract shall be directed through the Architect, unless direct communication is otherwise required to provide a legal notification. Unless otherwise authorized by the Architect, communications by and with the Architect's consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

C. ARCHITECT'S AUTHORITY

Subject to other provisions of the Contract Documents, the following summarizes some of the authority vested in the Architect by the Owner with respect to the Construction Contract and as further described or conditioned in other Articles of these General Conditions of the Contract.

(1) The Architect is authorized to:

- (a) approve "minor" deviations as defined in Article 9, Submittals,
- (b) make "minor" changes in the Work as defined in Article 19, Changes in the Work,
- (c) reject or require the correction of Defective Work,
- (d) require the Contractor to stop the performance of Defective Work,
- (e) adjust an Application for Payment by the Contractor pursuant to Article 30, Certification and Approval of payments, and
- (f) issue Notices to Cure pursuant to Article 27.

(2) The Architect is not authorized to:

- (a) revoke, alter, relax, or waive any requirements of the Contract Documents (other than "minor" deviations and changes) without concurrence of the Owner,
- (b) finally approve or accept any portion of the Work without concurrence of the Owner,
- (c) issue instructions contrary to the Contract Documents,
- (d) issue Notice of Termination or otherwise terminate the Contract, or
- (e) require the Contractor to stop the Work except only to avoid the performance of Defective Work.

D. LIMITATIONS of RESPONSIBILITIES

(1) The Architect shall not be responsible to Contractors or to others for supervising or coordinating the performance of the Work or for the Construction Methods or safety of the Work, unless the Contract Documents give other specific instructions concerning these matters.

(2) The Architect will not be responsible to the Contractor (nor the Owner) for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents or for acts or omissions of the Contractor, a Subcontractor, or anyone for whose acts they may be liable. However, the Architect will report to the Owner and Contractor any Defective Work recognized by the Architect.

(3) The Architect will endeavor to secure faithful performance by Owner and Contractor, and the Architect will not show partiality to either or be liable to either for results of interpretations or decisions rendered in good faith.

(4) The Contractor's remedies for additional time or expense arising out of or related to this Contract, or the breach thereof, shall be solely as provided for in the Contract Documents. The Contractor shall have no claim or cause of action against the Owner, Architect, or its consultants for any actions or failures to act, whether such claim may be in contract, tort, strict liability, or otherwise, it being the agreement of the parties that the Contractor shall make no claim against the Owner or any agents of the Owner, including the Architect or its consultants, except as may be provided for claims or disputes submitted in accordance with Article 24. The Architect and Architect's consultants shall be considered third party beneficiaries of this provision of the Contract and entitled to enforce same.

E. ARCHITECT'S DECISIONS

Decisions by the Architect shall be in writing. The Architect's decisions on matters relating to aesthetic effect will be final and binding if consistent with the intent expressed in the Contract Documents. The Architect's decisions regarding disputes arising between the Contractor and Owner shall be advisory.

ARTICLE 43 **CASH ALLOWANCES**

A. All allowances stated in the Contract Documents shall be included in the Contract Sum. Items covered by allowances shall be supplied by the Contractor as directed by the Architect or Owner and the Contractor shall afford the Owner the economy of obtaining competitive pricing from responsible bidders for allowance items unless other purchasing procedures are specified in the Contract Documents.

B. Unless otherwise provided in the Contract Documents:

- (1) allowances shall cover the cost to the Contractor of materials and equipment delivered to the Project site and all applicable taxes, less applicable trade discounts;
- (2) the Contractor's costs for unloading, storing, protecting, and handling at the site, labor, installation, overhead, profit and other expenses related to materials or equipment covered by an allowance shall be included in the Contract Sum but not in the allowances;
- (3) if required, the Contract Sum shall be adjusted by Change Order to reflect the actual costs of an allowance.

- C. Any selections of materials or equipment required of the Architect or Owner under an allowance shall be made in sufficient time to avoid delay of the Work.

ARTICLE 44

PERMITS, LAWS, and REGULATIONS

A. PERMITS, FEES AND NOTICES

(1) Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after award of the Construction Contract and which are in effect on the date of receipt of bids.

(2) The Contractor shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

B. TAXES

Unless stated otherwise in the Contract Documents, materials incorporated into the Work are exempt from sales and use tax pursuant to Section 40-9-33, Code of Alabama, 1975 as amended. The Contractor and its subcontractors shall be responsible for complying with rules and regulations of the Sales, Use, & Business Tax Division of the Alabama Department of Revenue regarding certificates and other qualifications necessary to claim such exemption when making qualifying purchases from vendors. The Contractor shall pay all applicable taxes that are not covered by the exemption of Section 40-9-33 and which are imposed as of the date of receipt of bids, including those imposed as of the date of receipt of bids but scheduled to go into effect after that date.

C. COMPENSATION for INCREASES

The Contractor shall be compensated for additional costs incurred because of increases in tax rates imposed after the date of receipt of bids.

ARTICLE 45

ROYALTIES, PATENTS, and COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and their agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, related to, or resulting from all suits or claims for infringement of any patent rights or copyrights arising out of the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor and used during the execution of or incorporated into the Work. This indemnification does not apply to any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified in the Contract Documents. However, if the Contractor has information that a specified material, method, or system is or may constitute an infringement of a patent or copyright, the Contractor shall be responsible for any resulting loss unless such information is promptly furnished to the Architect.

ARTICLE 46
USE of the SITE

- A. The Contractor shall confine its operations at the Project site to areas permitted by the Owner and by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials, equipment, employees' vehicles, or debris. The Contractor's operations at the site shall be restricted to the sole purpose of constructing the Work, use of the site as a staging, assembly, or storage area for other business which the Contractor may undertake shall not be permitted.
- B. Unless otherwise provided in the Contract Documents, temporary facilities, such as storage sheds, shops, and offices may be erected on the Project site with the approval of the Architect and Owner. Such temporary buildings and/or utilities shall remain the property of the Contractor, and be removed at the Contractor's expense upon completion of the Work, unless the Owner authorizes their abandonment without removal.

ARTICLE 47
CUTTING and PATCHING

- A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to execute the Work to the results indicated in the Contract Documents or to make its parts fit together properly.
- B. Any cutting, patching, or excavation by the Contractor shall be supervised and performed in a manner that will not endanger persons nor damage or endanger the Work or any fully or partially completed construction of the Owner or separate contractors.

ARTICLE 48
IN-PROGRESS and FINAL CLEANUP

A. IN-PROGRESS CLEAN-UP

(1) The Contractor shall at all times during the progress of the Work keep the premises and surrounding area free from rubbish, scrap materials and debris resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings. Burning of trash and debris on site is not permitted.

(2) The Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities.

B. FINAL CLEAN-UP

(1) Before Substantial Completion or Final Acceptance is achieved, the Contractor shall have removed from the Owner's property all construction equipment, tools, and machinery; temporary structures and/or utilities including the foundations thereof (except such as the Owner permits in writing to remain); rubbish, debris, and waste materials; and all surplus materials, leaving the site clean and true to line and grade, and the Work in a safe and clean condition, ready for use and

operation.

(2) In addition to the above, and unless otherwise provided in the Contract Documents, the Contractor shall be responsible for the following special cleaning for all trades as the Work is completed:

- (a) **Cleaning of all painted, enameled, stained, or baked enamel work:** Removal of all marks, stains, finger prints and splatters from such surfaces.
- (b) **Cleaning of all glass:** Cleaning and removing of all stickers, labels, stains, and paint from all glass, and the washing and polishing of same on interior and exterior.
- (c) **Cleaning or polishing of all hardware:** Cleaning and polishing of all hardware.
- (d) **Cleaning all tile, floor finish of all kinds:** Removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Architect.
- (e) **Cleaning of all manufactured articles, materials, fixtures, appliances, and equipment:** Removal of all stickers, rust stains, labels, and temporary covers, and cleaning and conditioning of all manufactured articles, material, fixtures, appliances, and electrical, heating, and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Architect; blowing out or flushing out of all foreign matter from all equipment, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, sanitizing potable water systems; and freeing identification plates on all equipment of excess paint and the polishing thereof.

C. OWNER'S RIGHT to CLEAN-UP

If the Contractor fails to comply with these clean-up requirements and then fails to comply with a written directive by the Architect to clean-up the premises within a specified time, the Architect or Owner may implement appropriate clean-up measures and the cost thereof shall be deducted from any amounts due or to become due the Contractor.

ARTICLE 49 **LIQUIDATED DAMAGES**

- A. Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including, but not limited to, interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion.
- B. The Contract Documents may provide in the Construction Contract or elsewhere for a certain dollar amount for which the Contractor and its Surety (if any) will be liable to the Owner as liquidated damages for each calendar day after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work. If such daily liquidated damages are provided for, Owner and Contractor, and its Surety, agree that such amount is reasonable and agree to be bound thereby.
- C. If a daily liquidated damage amount is not otherwise provided for in the Contract Documents, a time charge equal to six percent interest per annum on the total Contract Sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.

- D.** The amount of liquidated damages due under either paragraph B or C, above, may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

ARTICLE 50
USE of FOREIGN MATERIALS

- A.** In the performance of the Work the Contractor agrees to use materials, supplies, and products manufactured, mined, processed or otherwise produced in the United States or its territories, if same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under the Public Works Law.
- B.** In the performance of the Work the Contractor agrees to use steel produced in the United States if the Contract Documents require the use of steel and do not limit its supply to a sole source pursuant to the Public Works Law. If the Owner decides that the procurement of domestic steel products becomes impractical as a result of national emergency, national strike, or other cause, the Owner shall waive this restriction.
- C.** If domestic steel or other domestic materials, supplies, and products are not used in accordance with preceding Paragraphs A and B, the Contract Sum shall be reduced by an amount equal to any savings or benefits realized by the Contractor.
- D.** This Article applies only to Public Works projects financed entirely by the State of Alabama or any political subdivision of the state.

END of
GENERAL CONDITIONS of the CONTRACT



Baldwin County Commission

Agenda Action Form

File #: 21-0780, **Version:** 1

Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, Administrator/Madison Steele, Parks Horticulturist

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quote for the Purchase and Delivery of a Pre-cast Concrete Restroom Building at Live Oak Landing Park Located in Bay Minette, Alabama, for the Baldwin County Commission

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute a Contract with CXT, Inc., for the Purchase and Delivery of a Pre-cast Concrete Restroom Building at Live Oak Landing Park located in Bay Minette with **CXT, Inc., in the amount of \$98,540.73; Delivery Time: 120 days** after receipt of order which is being purchased via the Sourcewell National Purchasing Contract.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission budgeted \$125,000.00 during FY 21 for the purchase of a restroom building for Live Oak Landing Park. A quote was received from CXT, Inc., in the amount of \$98,540.73 for the purchase and delivery of 26' x 10' pre-cast concrete restroom building for Live Oak Landing Park. The pre-cast building will be purchased off the Sourcewell National Purchasing Contract. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by Sourcewell that all Alabama entities may use the Sourcewell National Purchasing Contract as long as it is first verified whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Director has verified that the pre-cast building is not on the current State of Alabama contract.

FINANCIAL IMPACT

Total cost of recommendation: \$98,540.73

Budget line item(s) to be used: 14457238.55500

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Yes

Reviewed/approved by: County Attorney, Brad Hicks

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

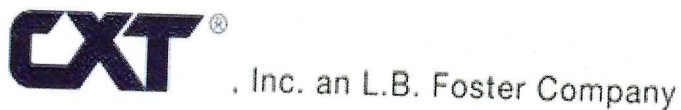
FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/04/21

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter to Vendor

Additional instructions/notes: N/A

**Mailing Address:**

CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206

Phone: (800) 696-5766**Fax:** (509) 928-8220**Date:** 03/12/2021**Re:** Price based on Sourewell Contract #
030117-CXT**To:** **Baldwin County**
22251 Palmer Street
Robertsdale, AL 36567**Attention:** Joe Ryan**Phone:** (251) 580-2520

Our quotation for the Dakota building is as follows:

Dakota multi-user flush toilet building with standard simulated rib metal roof and board & bat wall texture, two tone color, five 16-gauge galvanized steel doors and frames, marine package, vitreous china plumbing fixtures (4-lavatories, 4-water closets), 30 gal elec hot water heater, four soap dispensers, four Saniflow hand dryers, four 3-roll toilet paper holders, four programmable exhaust fans, four GFI outlets, four floor drains, four s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, ADA frost free drinking fountain with bottle filler, preplumbed with J-boxes and conduit, motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings and State Approvals included.

Per Building

\$98,540.73

Freight

\$98,540.73**FOB:** Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Baldwin County, AL area. Final connection of utilities included.**Terms:** Net 30 with Credit Approval.**Shipment:** Within 120 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.**Notes:** Sales tax not included Number of Units: ____

Important: Tractor trailer and crane must have access to site and literally set up next to the utility pad for off-loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By


Jeff Chambers
JChambers@lbfooster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

(Signed)

CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) ~~1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice.~~ Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

- A. Full Install. If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
- B. Set-Only Install. If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. Ship-Only. If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -
(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)
Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11 CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;
To any goods which have been subject to misuse, negligence, acts of God, or accidents;
To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In no event shall either party be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall either party be liable to the other for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

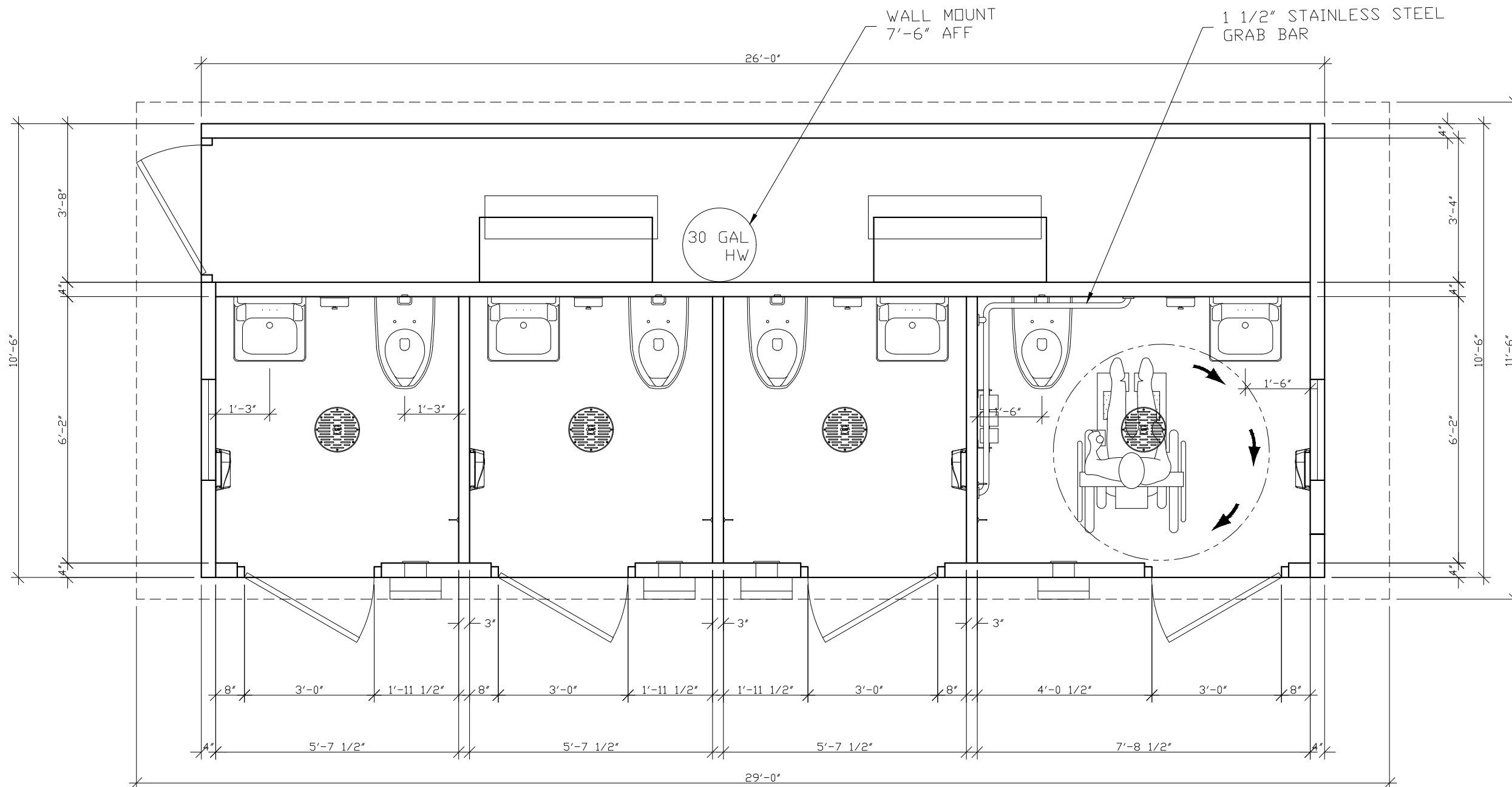
16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

18. Indemnity. CTX does hereby indemnify and agree to hold Buyer, its elected officials, directors, employees, agents, attorneys, successors and assigns ("Buyer") harmless from and against any and all claims, costs, demands, damages, judgments and liabilities, including, without limitation, reasonable attorneys' fees, paid or incurred by Buyer arising out of or by virtue of (i) any injury or damage to person, including death, or property to the extent caused by or arising out of CTX's (or by CTX's agents, employees or contractors) (together, "CTX") performance or non-performance of any of its obligations under this Agreement; or by virtue of (ii) CTX's failure to pay any bills, invoices, costs or other charges relating to the work or services performed by any third party or person for, on behalf of, or at the request of CTX under this Agreement. The indemnification obligations of this paragraph shall survive the expiration or termination of this Agreement.



3808 N. Sullivan Bldg. #7 Spokane, WA 99216



Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE
SANTIAGO
BUILDING NUMBER IP-19P07

NOTICE

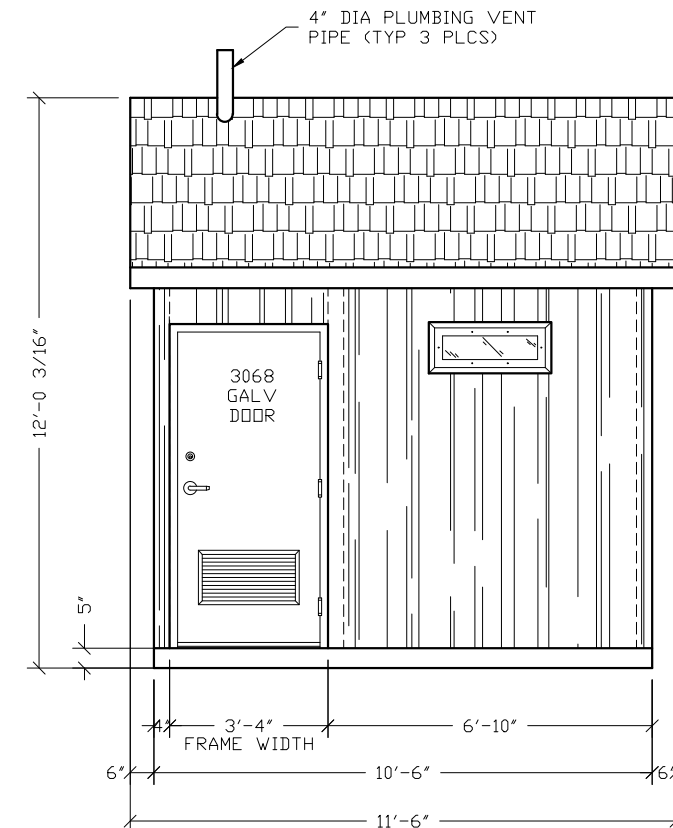
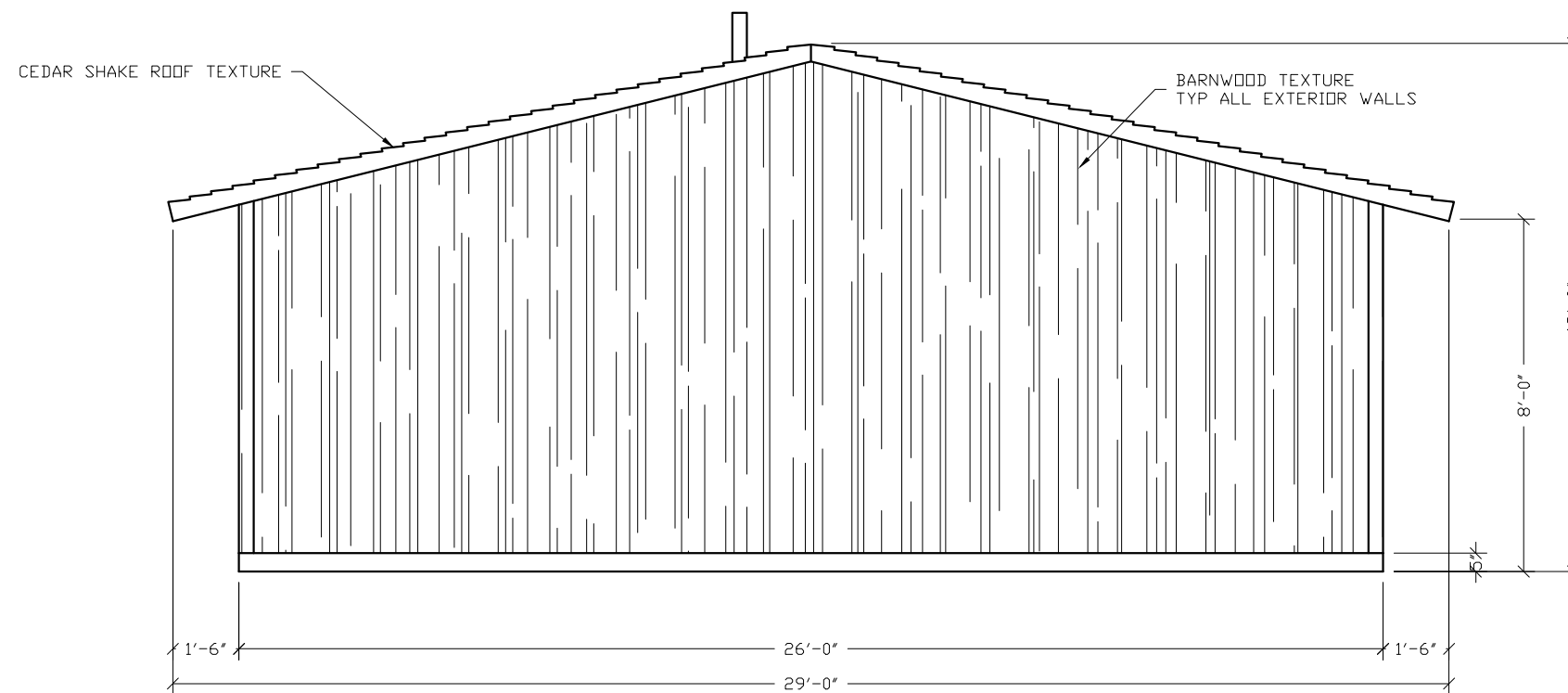
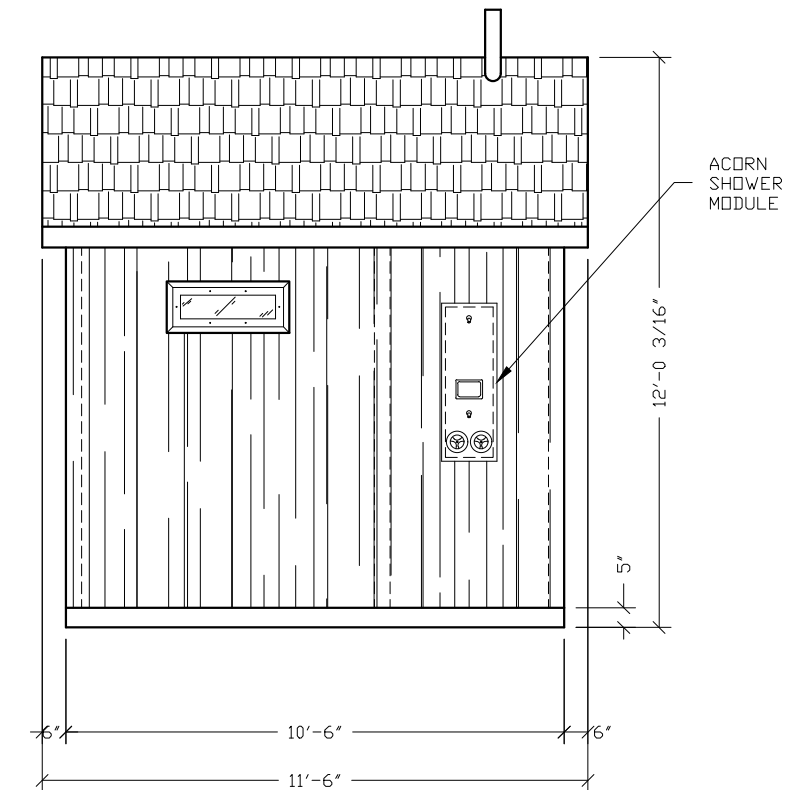
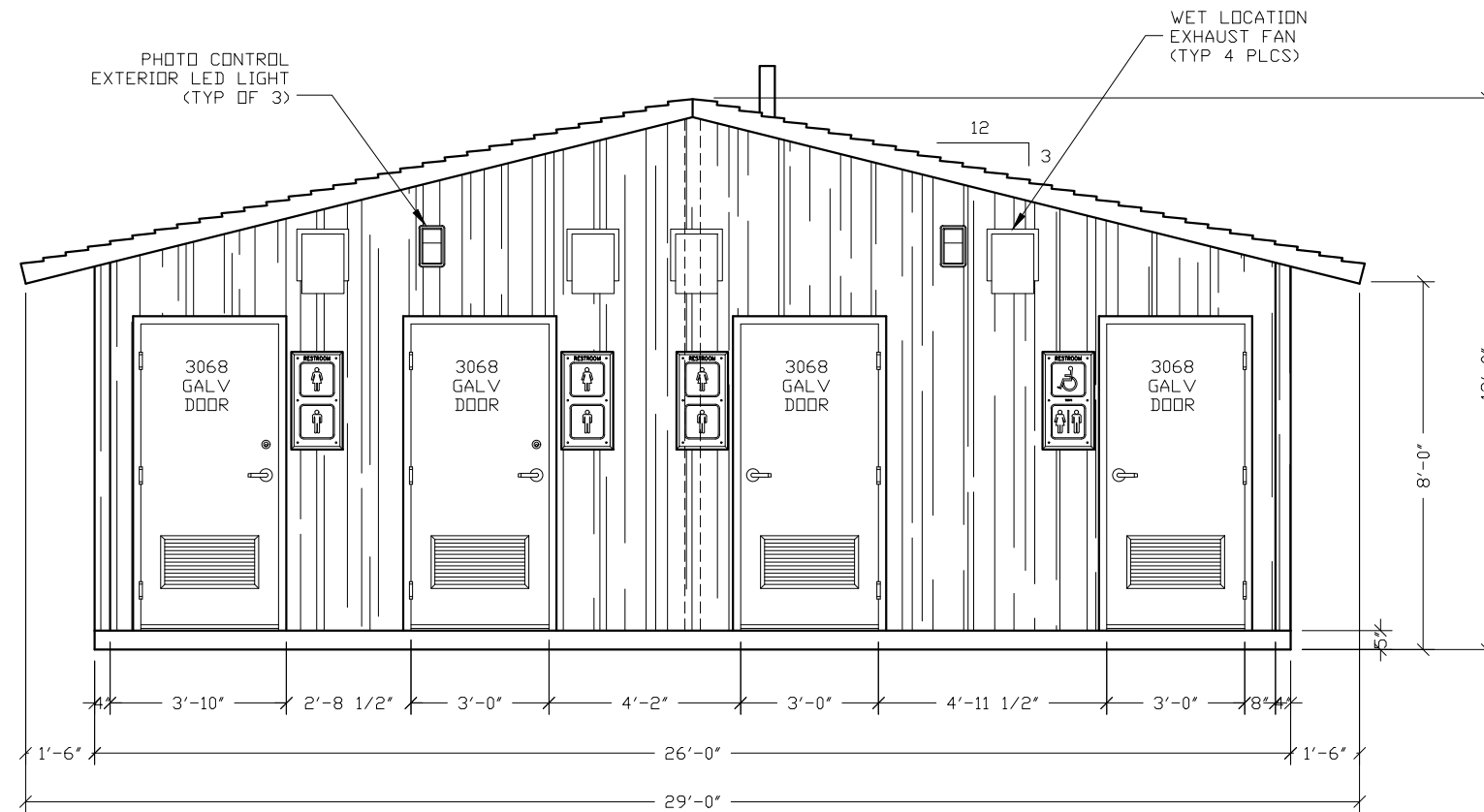
The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By allowing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

CXT Incorporated

REV.	DESCRIPTION	DATE	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	02-08-19	
DRAWN	MICHAEL M	FILE NO.	IP-19P07	
CHECKED	JAMES C	PLOT	48	

FLOOR PLAN

DWG NO.	SHEET	REV.
IP-19P07-01	1	
	2	



3808 N. Sullivan Bldg. #7 Spokane, WA 99216



Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE

SANTIAGO

BUILDING NUMBER IP-19P07

NOTICE

The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By allowing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	02-08-19
DRAWN	MICHAEL M	FILE NO.	IP-19P07
CHECKED	JAMES C	PLOT	48

BUILDING ELEVATIONS

DWG NO.	SHEET /	REV.
---------	---------	------

SHEET 1 REV.

REV.



Baldwin County Commission

Agenda Action Form

File #: 21-0798, **Version:** 1

Item #: BE9

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator/Madison Steele, Horticulturist

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quotes for Live Oak Landing Boat Launch Ramp Repairs for the Baldwin County Commission

STAFF RECOMMENDATION

Award the quote for Live Oak Landing Boat Launch Ramp repairs to **Gillis Construction, Inc., in the amount of \$27,000.00** and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Parks staff solicited quotes for repairing the boat launch ramps that are damaged at Live Oak Landing. Two (2) quotes were received. The lowest quote was received from Gillis Construction, Inc., in the amount of \$27,000.00. Currently there is only one boat launch ramp open at Live Oak Landing.

FINANCIAL IMPACT

Total cost of recommendation: \$27,000.00

Budget line item(s) to be used: 14457238.55240

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

Standard County Public Works Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/04/21

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Letter to Vendor

Additional instructions/notes: N/A

Gillis Construction Inc.

General Contractor

A Service-Disabled Veteran Owned Business Enterprise

Date: March 26, 2021

To: Madison Steele
Baldwin County

From: Everett G. Gillis
President – Gillis Construction Inc.

RE: Revised Quote Live Oak Landing
Launch Ramp Temporary Repair

Grating that was available on Quote dated 2/22/2021 is no longer available. The lead time on this grating was 6 – 8 weeks.

Quote for different, heavier-gauge XMG56 metal will cover all three push-in ramps entirely. Lead time on this metal is 2 – 3 weeks

Total Quote to Furnish and Install:

\$27,000

Please call if you should have any questions.

Sincerely,
Everett Gillis,
President - Gillis Construction, Inc.
(251) 605-5119
egillis@bellsouth.net

9823 Smithfield Farms Rd Bay Minette, AL 36507 • (251) 605-5119 cellular



LIVE OAK LANDING BOAT RAMP REPAIR

Project Location: 8700 Stockton way, Bay Minette, AL 36507 **Date:** 3/8/2021

Prepared For: BALDWIN COUNTY PARKS DEPARTMENT **Prepared By:** Colin Uter

Details:

Blade Construction LLC will provide all equipment, labor to perform the work listed below. Blade Construction will install 3 each 10'x40'x1/2" steel plates. For traction for the first twenty feet we will weld 1/2" square rod every 8"OC.

DESCRIPTION	QTY	UoM	TOTAL
LAUNCH RAMP REPAIR	1	LS	59,295.00
TOTAL			\$59,295.00

Licenses: AL 44220, LA 49914, MS 16751

PHYSICAL ADDRESS: 18234 COUNTY ROAD 12 SOUTH, FOLEY, AL 36535
MAILING ADDRESS: P.O. BOX 359, BON SECOUR, AL 36511
PHONE 251-970-1050; FAX 800-927-6031
WWW.BLADECONSTRUCTION.COM

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, **Gillis Construction, Inc.**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quotes for the Live Oak Landing Boat Launch Ramp Repairs; and

Whereas, PROVIDER presented the lowest 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:

- i. COUNTY: Baldwin County, Alabama
- ii. COMMISSION: Baldwin County Commission
- iii. PROVIDER: Gillis Construction, Inc.

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 Agreement and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement 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: Gillis Construction, Inc.
9823 Smithfield Farms Rd.
Bay Minette, AL 36507

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

"Quotes for Live Oak Landing Boat Launch Ramp Repairs for the Baldwin County Commission" as described in "Attachment A."

i. 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.

ii. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

iii. 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.

i. 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.

ii. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10)

days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **\$27,000.00**. 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 upon the same date as its full execution and commence within fifteen (15) days from the Notice to Proceed and shall terminate upon either fifteen (15) days following the commencement of work or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. 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 Agreement shall be executed with three (3) originals, both 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 Agreement, 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 Agreement until insurance is obtained, terminate this Agreement 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:

_____/_____
JOE DAVIS III, 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, Joe Davis III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2021.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Gillis Construction, Inc.

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

I, _____, Notary Public in and for said County and State, hereby
certify that _____ as _____ of Gillis Construction, Inc., 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, executed the same voluntarily on the day the same bears date for and as
an act of said Gillis Construction, Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2021

Notary Public
My Commission Expires

“ATTACHMENT A”

Gillis Construction Inc.

General Contractor

A Service-Disabled Veteran Owned Business Enterprise

Date: March 26, 2021

To: Madison Steele
Baldwin County

From: Everett G. Gillis
President – Gillis Construction Inc.

RE: Revised Quote Live Oak Landing
Launch Ramp Temporary Repair

Grating that was available on Quote dated 2/22/2021 is no longer available. The lead time on this grating was 6 – 8 weeks.

Quote for different, heavier-gauge XMG56 metal will cover all three push-in ramps entirely. Lead time on this metal is 2 – 3 weeks

Total Quote to Furnish and Install: \$27,000

Please call if you should have any questions.

Sincerely,
Everett Gillis,
President - Gillis Construction, Inc.
(251) 605-5119
egillis@bellsouth.net

9823 Smithfield Farms Rd Bay Minette, AL 36507 • (251) 605-5119 cellular

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quotes for Live Oak Landing Boat Launch Ramp Repairs for the
Baldwin County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2021.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0827, **Version:** 1

Item #: BE10

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Madison Steele, Parks Supervisor

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Quotes for Repairs to the Josephine Park Fishing Pier located in Josephine, Alabama, for the Baldwin County Commission

STAFF RECOMMENDATION

Award the quote for repairs to the Josephine Park fishing pier located in Josephine, Alabama, to **Blade Construction, LLC** in the amount of **\$16,156.00** and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Parks Department staff requested that the Purchasing Director solicit quotes for **repairs** to the Josephine Park fishing pier located in Josephine, Alabama, which was damaged during Hurricane Sally. Two (2) quotes were received, with the lowest quote being from Blade Construction, LLC. Staff recommends the Commission award the quote to Blade Construction, LLC and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance. Bid tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: \$16,156.00

Budget line item(s) to be used: TBD per Ron Cink, Budget Director

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

Standard County Public Works Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/4/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter to vendors

Additional instructions/notes: N/A

State of Alabama)

County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

This Contract for **Public Works** 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 Blade Construction, LLC, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained quotes for repairs to the Josephine Park fishing pier located in Josephine, Alabama; and

Whereas, PROVIDER presented the lowest 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: Blade 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 Agreement, and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations, including but not limited to Title 2 C.F.R. Part 200. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal 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: Blade Construction, LLC
PO Box 359
Bon Secour, AL 36511
ATTN: Colin Uter

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

“Quotes for Repairs to the Josephine Park Fishing Pier located in Josephine, Alabama” as 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 Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **\$16,156.00**. 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 commence within fifteen (15) days from the Notice to Proceed, and shall terminate upon either **fifteen (15) days** following the commencement of work or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted

against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

XXVII. Insurance. The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Baldwin County Commission, Baldwin County, Alabama, at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. The requirements shown for “large projects” are for those projects whose bid is greater than or equal to \$250,000. The requirements shown for “small projects” are for those with bids less than \$250,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- and must be acceptable to the Baldwin County Commission, Baldwin County, Alabama. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the Baldwin County Commission, Baldwin County, Alabama, for prior approval.

No work shall be performed until proof of compliance with the insurance requirements have been received by the Baldwin County Commission.

(a) Worker’s Compensation and Employer’s Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employer’s Liability

	<u>Large Projects</u>	<u>Small Projects</u>
Each Accident	\$1,000,000	\$500,000
Each Employee	\$1,000,000	\$500,000
Policy Limit	\$1,000,000	\$500,000

- i. U.S. Longshoreman & Harborworkers’ Act (USL&H) – Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act) – Endorsement required if contract involves the use of a Vessel, or include coverage for “Master or members or Crew” under “Protection and Indemnity” coverage (P&I).

Bodily Injury by accident (Each Accident)	\$1,000,000	\$500,000
Bodily Injury by disease (Aggregate)	\$1,000,000	\$500,000

(b) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

	<u>Large Projects</u>	<u>Small Projects</u>
Each Occurrence	\$1,000,000	\$500,000
Personal and Advertising Injury	\$1,000,000	\$500,000
Products/completed Operation Aggregate	\$2,000,000	\$500,000
General Aggregate	\$2,000,000	\$500,000

- Coverage to include:
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage
 - Products/Completed Operations – This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
 - Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.
 - The contractor shall name the Baldwin County Commission, its employees and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form Must include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.
 - Aggregate limits to be on a “per project” basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of Baldwin County Commission, Baldwin County, Alabama, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident for large projects and \$500,000 for small projects. The policy shall name Baldwin County Commission, Baldwin County, Alabama as an Additional Insured.

(d) Protection and Indemnity Insurance

If the contract involves work aboard an Owned, Non-Owned, or Hired Vessel, Liability coverage in the amount of \$1,000,000 per occurrence shall be maintained.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Baldwin County Commission, Baldwin County, Alabama.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Baldwin County Commission, Baldwin County, Alabama PRIOR to the commencement of any work on the contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the Baldwin County Commission, Baldwin County, Alabama.

XXVIII. Surety: As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

- (d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXIX. The public works project which is the subject of this request for quotes is funded by the Baldwin County Commission and may be reimbursed by the Federal Emergency Management Agency.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

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

COUNTY

ATTEST:

JOE DAVIS, III /Date
Chairman

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2021.

Notary Public
My Commission Expires

SIGNATURE & NOTARY PAGE TO FOLLOW

PROVIDER:

Blade 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 Blade 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 foregoing, he
executed the same voluntarily on the day the same bears date for and as an act of said Blade
Construction, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires

PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all pier surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

Final payment shall be withheld until provisions of the specifications are met, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion.

COORDINATION WITH BALDWIN COUNTY COMMISSION

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

SCOPE OF WORK

Contractor shall repair approximately 90 linear feet of damaged fishing pier and also replace missing deck boards as needed at the Josephine Park Fishing Pier located in Josephine, Alabama. The existing pilings are expected to be left in place and reused, however contractor shall replace any pilings found to be damaged or unstable.

PROJECT NOTES:

1. Contractor shall remove and dispose of damaged materials.
2. The following price shall include all labor, materials, equipment, overhead, profit, insurance, etc.
3. Existing piles, stringers, joists, deck boards, hardware, etc. found to be missing and/or damaged shall be replaced. Bidder is encouraged to visit the site to review the existing conditions prior to submitting a bid.
4. The following specs shall be applicable to the materials:
 - Decking shall be 0.23 MCA treated, #1 pine, prime lumber
 - All lumber below the decking including framing, stringers, and bracing shall be 0.60 CCA
 - All piling shall have a minimum 0.8 CCA treatment
 - Decking shall be smooth finished, no rough-cut material will be allowed
 - All hardware including fasteners and strapping shall be 316 stainless steel

5. Bidder understands that the County reserves the right to reject any and all bids.
6. The County will process the invoice when all work is satisfactorily completed.

Price for all work as described in the Scope of Work (Lump Sum): 16,156.00

Total number of **working** days for completion is fifteen (15) days. All quotes must be submitted to the Baldwin County Purchasing Director, Wanda Gautney, by April 27, 2021, no later than 11:00 A.M.

ANY BIDS RECEIVED AFTER THE STATED DEADLINE WILL NOT BE CONSIDERED.

Contractor shall begin work no later than 15 days after receiving the notice to proceed, unless due to circumstances beyond the contractor's control. Any such circumstances shall be provided in writing and shall be evaluated on a case by case basis.

Company Name: Blade Construction LLC

Signature: [Signature]

Date: 4/27/2021

DRAWINGS

The drawings are attached.

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quotes for Repairs to the Josephine Park Fishing Pier for the Baldwin
County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2021.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator

QUOTES FOR REPAIRS TO THE JOSEPHINE PARK FISHING PIER

BIDDER:	Blade Construction, LLC
Amount Bid:	\$16,156.00

BIDDER:	A-Long Boring, LLC
Amount Bid:	\$27,500.00



Baldwin County Commission

Agenda Action Form

File #: 21-0828, **Version:** 1

Item #: BE11

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Madison Steele, Parks Supervisor

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Quotes for Repairs to the Lillian Park Boat Ramp Pier located in Lillian, Alabama, for the Baldwin County Commission

STAFF RECOMMENDATION

Award the quote for repairs to the Lillian Park boat ramp pier located in Lillian, Alabama, to **Blade Construction, LLC** in the amount of **\$20,075.00** and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Parks Department staff requested that the Purchasing Director solicit quotes for **repairs** to the Lillian Park boat ramp pier located in Lillian, Alabama, which was damaged during Hurricane Sally. One (1) quote was received. Staff recommends the Commission award the quote to Blade Construction, LLC and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

FINANCIAL IMPACT

Total cost of recommendation: \$20,075.00

Budget line item(s) to be used: TBD per Ron Cink, Budget Director

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Standard County Public Works Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 5/4/2021

Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Letter to vendor

Additional instructions/notes: N/A

State of Alabama)

County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

This Contract for **Public Works** 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 Blade Construction, LLC, (hereinafter referred to as “PROVIDER”).

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained quotes for repairs to the Lillian Park Boat Ramp Pier located in Lillian, Alabama; and

Whereas, PROVIDER presented the lowest 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: Blade 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 Agreement, and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations, including but not limited to Title 2 C.F.R. Part 200. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal 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.
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- 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: Blade Construction, LLC
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Bon Secour, AL 36511
ATTN: Colin Uter

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

“Quote for Repairs to the Lillian Park Boat Ramp Pier located in Lillian, Alabama” as 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.

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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.

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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 commence within fifteen (15) days from the Notice to Proceed, and shall terminate upon either **twenty (20) days** following the commencement of work or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted

against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

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

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

XXVII. Insurance. The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Baldwin County Commission, Baldwin County, Alabama, at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. The requirements shown for “large projects” are for those projects whose bid is greater than or equal to \$250,000. The requirements shown for “small projects” are for those with bids less than \$250,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- and must be acceptable to the Baldwin County Commission, Baldwin County, Alabama. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the Baldwin County Commission, Baldwin County, Alabama, for prior approval.

No work shall be performed until proof of compliance with the insurance requirements have been received by the Baldwin County Commission.

(a) Worker’s Compensation and Employer’s Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employer’s Liability

	<u>Large Projects</u>	<u>Small Projects</u>
Each Accident	\$1,000,000	\$500,000
Each Employee	\$1,000,000	\$500,000
Policy Limit	\$1,000,000	\$500,000

- i. U.S. Longshoreman & Harborworkers’ Act (USL&H) – Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act) – Endorsement required if contract involves the use of a Vessel, or include coverage for “Master or members or Crew” under “Protection and Indemnity” coverage (P&I).

Bodily Injury by accident (Each Accident)	\$1,000,000	\$500,000
Bodily Injury by disease (Aggregate)	\$1,000,000	\$500,000

(b) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

	<u>Large Projects</u>	<u>Small Projects</u>
Each Occurrence	\$1,000,000	\$500,000
Personal and Advertising Injury	\$1,000,000	\$500,000
Products/completed Operation Aggregate	\$2,000,000	\$500,000
General Aggregate	\$2,000,000	\$500,000

- Coverage to include:
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage
 - Products/Completed Operations – This shall remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later.
 - Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.
 - The contractor shall name the Baldwin County Commission, its employees and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form Must include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.
 - Aggregate limits to be on a “per project” basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of Baldwin County Commission, Baldwin County, Alabama, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident for large projects and \$500,000 for small projects. The policy shall name Baldwin County Commission, Baldwin County, Alabama as an Additional Insured.

(d) Protection and Indemnity Insurance

If the contract involves work aboard an Owned, Non-Owned, or Hired Vessel, Liability coverage in the amount of \$1,000,000 per occurrence shall be maintained.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Baldwin County Commission, Baldwin County, Alabama.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Baldwin County Commission, Baldwin County, Alabama PRIOR to the commencement of any work on the contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the Baldwin County Commission, Baldwin County, Alabama.

XXVIII. Surety: As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

- (d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXIX. The public works project which is the subject of this request for quotes is funded by the Baldwin County Commission and may be reimbursed by the Federal Emergency Management Agency.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

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

COUNTY

ATTEST:

JOE DAVIS, III /Date
Chairman

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2021.

Notary Public
My Commission Expires

SIGNATURE & NOTARY PAGE TO FOLLOW

PROVIDER:

Blade 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 Blade 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 foregoing, he
executed the same voluntarily on the day the same bears date for and as an act of said Blade
Construction, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires

PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all pier surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

Final payment shall be withheld until provisions of the specifications are met, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion.

COORDINATION WITH BALDWIN COUNTY COMMISSION

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

SCOPE OF WORK

Contractor shall repair approximately 150 linear feet of damaged boat ramp pier located at the Lillian Park in Lillian, Alabama. The existing pilings are expected to be left in place and reused, however contractor shall replace any pilings found to be damaged or unstable.

PROJECT NOTES:

1. Contractor shall remove and dispose of damaged materials.
2. The following price shall include all labor, materials, equipment, overhead, profit, insurance, etc.
3. Existing piles, stringers, joists, deck boards, hardware, etc. found to be missing and/or damaged shall be replaced. Bidder is encouraged to visit the site to review the existing conditions prior to submitting a bid.
4. The existing electrical equipment & conduit is to be removed and re-attached to the repaired pier as required.
5. The following specs shall be applicable to the materials:
 - Decking shall be 0.23 MCA treated, #1 pine, prime lumber
 - All lumber below the decking including framing, stringers, and bracing shall be 0.60 CCA
 - All piling shall have a minimum 0.8 CCA treatment
 - Decking shall be smooth finished, no rough-cut material will be allowed

- All hardware including fasteners and strapping shall be 316 stainless steel
- 6. Bidder understands that the County reserves the right to reject any and all bids.
- 7. The County will process the invoice when all work is satisfactorily completed.

Price for all work as described in the Scope of Work (Lump Sum): 20,075.00

Total number of **working** days for completion is twenty (20) days. All quotes must be submitted to the Baldwin County Purchasing Director, Wanda Gautney, by April 27, 2021, no later than 10:00 A.M.

ANY BIDS RECEIVED AFTER THE STATED DEADLINE WILL NOT BE CONSIDERED.

Contractor shall begin work no later than 15 days after receiving the notice to proceed, unless due to circumstances beyond the contractor's control. Any such circumstances shall be provided in writing and shall be evaluated on a case by case basis.

Company Name: Blade Construction LLC

X Signature: [Signature]

Date: 4/27/2021

DRAWINGS

The drawings are attached.

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quotes for Repairs to the Lillian Park Boat Ramp Pier for the Baldwin
County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2021.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0800, **Version:** 1

Item #: BE12

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Ronald Cink, Budget Director

Submitted by: Shelby Middleton, Audit Compliance Officer

ITEM TITLE

Resolution #2021-074 - School Items Annual Sales Tax Holiday 2021 - July 16-18, 2021

STAFF RECOMMENDATION

Adopt Resolution #2021-074 of the Baldwin County Commission, which, pursuant to the Code of Alabama 1975, as amended by §40-23-213 and Act No. 2017-120, and without limitation hereby exempts covered items from all County Sales and Use Taxes with said exemption commencing at 12:01 a.m. on the third Friday in July 2021, (July 16, 2021), and expiring at midnight on the following Sunday in July 2021, (July 18, 2021).

Act No. 2017-120 amended §40-23-210 through §40-23-213 by replacing the exemption period from the first full weekend of August to the third full weekend of July.

The attached Resolution meets the requirements of the Code of Alabama 1975, as amended, by Title §40-23-210 through §40-23-213 and Act No. 2017-120, and without limitation.

BACKGROUND INFORMATION

Previous Commission action/date: June 2, 2020 - BCC Regular Meeting

Background: The Baldwin County Commission adopted a similar Resolution (#2020-087) for July 17-19, 2020, for the 2020 "Sales Tax Holiday" and authorized by Code of Alabama 1975, as amended by §40-23-210 through §40-23-213 to include exemption from County Sales and Use Tax.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Deadline to submit notification to Alabama Department of Revenue: **Before June 16, 2021.**

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administrative Staff to send correspondence and certified copy of Resolution to the following:

Alabama Department of Revenue
Attention: Laura Reese
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

Cc: Heather Gwynn

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2021-074

OF THE

BALDWIN COUNTY COMMISSION

PROVIDING FOR THE EXEMPTION OF CERTAIN COVERED ITEMS AS DEFINED IN CODE OF ALABAMA, 1975 AS AMENDED §40-23-210 THROUGH §40-23-213 FROM THE PAYMENT OF COUNTY SALES AND USE TAX FOR THE THIRD FULL WEEKEND IN JULY 2020, AS AUTHORIZED BY CODE OF ALABAMA, 1975 §40-23-210 THROUGH §40-23-213.

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Code of Alabama, 1975 as amended, §40-23-210 through §40-23-213 and Act No. 2017-120, provides for the exemption of certain covered items from State sales and use tax during the third full weekend in July of each year and, furthermore, §40-23-213, authorizes any County or Municipality to provide for the exemption of certain covered items from local sales and use tax during the third full weekend in July of each year by resolution or ordinance duly adopted at least thirty (30) days prior to the third full weekend in July of each year; and

WHEREAS, §40-23-210 through §40-23-213 and Act No. 2017-120 is commonly known as a “Sales Tax Holiday” in the State of Alabama, said “Sales Tax Holiday” commencing at 12:01 a.m. on the third Friday in July of each year and expiring at twelve midnight the following Sunday;

WHEREAS, in 2021 the third full weekend in July remains July 16-18, 2021; and

WHEREAS, the Baldwin County Commission is desirous to provide for said “Sales Tax Holiday” to exempt covered items as defined in §40-23-210 from all County sales and use taxes for the third full weekend in July 2021; and

WHEREAS, today's regular meeting of the Baldwin County Commission, held May 4, 2021, is at least thirty (30) days prior to the third full weekend in July 2021; now therefore;

BE IS RESOLVED, BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, that pursuant to the Code of Alabama, 1975 as amended, §40-23-213, the Baldwin County Commission, by and through this resolution, hereby exempts covered items defined by §40-23-210 from all County sales and use taxes with said exemption commencing at 12:01 a.m. on the third Friday in July, 2021 (July 16, 2021) and expiring at twelve midnight on the following Sunday in July, 2021 (July 18, 2021).

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 4th day of May 2021.

Joe Davis, III, Chairman
Baldwin County Commission

ATTEST:

Wayne A. Dyess, County Administrator
Baldwin County Commission

ACT #2017- 120

- 1 SB136
- 2 180466-2
- 3 By Senator Melson
- 4 RFD: Finance and Taxation Education
- 5 First Read: 09-FEB-17



SB136

ENROLLED, An Act,

To amend Sections 40-23-211 and 40-23-213 of the Code of Alabama 1975, relating to the tax exemption on covered items during the school items annual sales tax holiday.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Sections 40-23-211 and 40-23-213, Code of Alabama 1975 are hereby amended as follows:

"§40-23-211.

"Covered items, as defined herein, are exempted from paying the state sales and use tax during the period from 12:01 a.m. on the ~~first~~ third Friday in ~~August~~ July of each year and ending at 12 midnight the following Sunday. Items normally sold in pairs shall not be separated to qualify for the exemption provided for in this article.

"§40-23-213.

"Any county or municipality may, by resolution or ordinance adopted at least 30 days prior to the ~~first~~ third full weekend of ~~August~~ July, provide for the exemption of covered items from paying county or municipal sales and use taxes during a period commencing at 12:01 a.m. on the ~~first~~ third Friday in ~~August~~ July of each year and ending at 12 midnight the following Sunday under the same terms,

1 conditions, and definitions as provided for the state sales
2 tax holiday. Notwithstanding the foregoing, a county or
3 municipality is prohibited from providing such an exemption
4 during any other period of the year."

5 Section 2. This act shall become effective
6 immediately upon its passage and approval by the Governor, or
7 its otherwise becoming law.

Kay Ivey

President and Presiding Officer of the Senate

Mac McCutchen

Speaker of the House of Representatives

SB136

Senate 21-FEB-17

I hereby certify that the within Act originated in and passed the Senate.

Patrick Harris,
Secretary.

House of Representatives
Passed: 15-MAR-17

By: Senator Melson

APPROVED

TIME

Robert Bentley
GOVERNOR

Alabama Secretary Of State

Act Num.....: 2017-120
Bill Num....: S-136

Recv'd 03/30/17 10:23am KCW

NSOR

MELSON

SPONSORS

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SENATE ACTION

DATE: 2-9 2017
RD 1 RFD F+TE

I hereby certify that the notice & proof is attached to the Bill, SB _____ as required in the General Acts of Alabama, 1975 Act No. 919.

PATRICK HARRIS,
Secretary

This Bill was referred to the Standing Committee of the Senate on F+TE

and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report

w/amd(s) _____ w/sub _____ w/eng sub _____
yeas 11 nays 1 abstain 0
this 15th day of February 2017
A, Chairperson

DATE: 2-16 2017
RF TAU RD 2 CAL

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, SB 136.

yeas 31 nays 0 abstain 0

PATRICK HARRIS,
Secretary

DATE: 2-21-17 RD 3 at length
PASSED ☒ PASSED AS AMENDED ☐

yeas 31 nays 0 abstain 0
And was ordered sent forthwith to the House.

HOUSE ACTION

DATE: 2-23 2017
RD 1 RFD 124ME

REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on

W+ME

was acted upon by such Committee in session; and returned therefrom to the House with the recommendation that it be Passed.

w/amd(s) ~~_____~~
this 2 day of March 2017
Koole, Chairperson

DATE: 3-2 2017
RF _____ RD 2 CAL

DATE: _____ 20____
RE-REFERRED ☐ RE-COMMITTED ☐
COMMITTEE _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, SB 136.
YEAS 91 NAYS 1

Section 40-23-210**Definitions.**

As used in this article, the term "covered items" means the following:

(1) Articles of clothing with a sales price of one hundred dollars (\$100), or less, per article of clothing.

a. "Clothing" means all human wearing apparel suitable for general use including sandals, shoes, and sneakers. Clothing shall not include:

1. Belt buckles sold separately.
2. Costume masks sold separately.
3. Patches and emblems sold separately.
4. Sewing equipment and supplies including, but not limited to, knitting needles, patterns, pins, scissors, sewing machines, sewing needles, tape measures, and thimbles.
5. Sewing materials that become part of "clothing" including, but not limited to, buttons, fabric, lace, thread, yarn, and zippers.

b. In addition, clothing shall not include clothing accessories or equipment, protective equipment, or sport or recreational equipment; as defined herein.

1. "Clothing accessories or equipment" means incidental items worn on the person or in conjunction with "clothing." The following list contains examples and is not intended to be an all-inclusive list. "Clothing accessories or equipment" shall include:

- (i) Briefcases.
- (ii) Cosmetics.
- (iii) Hair notions, including, but not limited to, barrettes, hair bows, and hair nets.
- (iv) Handbags.
- (v) Handkerchiefs.
- (vi) Jewelry.
- (vii) Sun glasses, non-prescription.
- (viii) Umbrellas.
- (ix) Wallets.
- (x) Watches.

(xi) Wigs and hair pieces.

2. "Protective equipment" means items for human wear and designed as protection of the wearer against injury or disease or as protections against damage or injury of other persons or property but not suitable for general use. The following list contains examples and is not intended to be an all-inclusive list. "Protective equipment" shall include:

(i) Breathing masks.

(ii) Clean room apparel and equipment.

(iii) Ear and hearing protectors.

(iv) Face shields.

(v) Hard hats.

(vi) Helmets.

(vii) Paint or dust respirators.

(viii) Protective gloves.

(ix) Safety glasses and goggles.

(x) Safety belts.

(xi) Tool belts.

(xii) Welders gloves and masks.

3. "Sport or recreational equipment" means items designed for human use and worn in conjunction with an athletic or recreational activity that are not suitable for general use. The following list contains examples and is not intended to be an all-inclusive list. "Sport or recreational equipment" shall include:

(i) Ballet and tap shoes.

(ii) Cleated or spiked athletic shoes.

(iii) Gloves, including, but not limited to, baseball, bowling, boxing, hockey, and golf.

(iv) Goggles.

(v) Hand and elbow guards.

(vi) Life preservers and vests.

(vii) Mouth guards.

(viii) Roller and ice skates.

(ix) Shin guards.

(x) Shoulder pads.

(xi) Ski boots.

(xii) Waders.

(xiii) Wetsuits and fins.

(2) A single purchase, with a sales price of seven hundred fifty dollars (\$750), or less, of computers, computer software, and school computer supplies.

a. A "computer" means an electronic device that accepts information in digital or similar form and manipulates it for a result based on a sequence of instructions.

b. "Computer software" means a set of coded instructions designed to cause a "computer" or automatic data processing equipment to perform a task.

c. A "school computer supply" means an item commonly used by a student in a course of study in which a computer is used. The following is an all-inclusive list of school computer supplies:

1. Computer storage media; diskettes, compact disks.
2. Handheld electronic schedulers, except devices that are cellular phones.
3. Personal digital assistants, except devices that are cellular phones.
4. Computer printers.
5. Printer supplies for computers; printer paper, printer ink.

d. "Computer," "computer software," and "school computer supplies" shall not include furniture and any systems, devices, software, peripherals designed or intended primarily for recreational use, or video games of a noneducational nature.

(3) Noncommercial purchases of school supplies, school art supplies, and school instructional material, up to a sales price of fifty dollars (\$50) per item.

a. "School supply" is an item commonly used by a student in a course of study. The following is an all-inclusive list:

1. Binders.
2. Book bags.
3. Calculators.
4. Cellophane tape.
5. Blackboard chalk.

6. Compasses.
7. Composition books.
8. Crayons.
9. Erasers.
10. Folders; expandable, pocket, plastic, and manila.
11. Glue, paste, and paste sticks.
12. Highlighters.
13. Index cards.
14. Index card boxes.
15. Legal pads.
16. Lunch boxes.
17. Markers.
18. Notebooks.
19. Paper; loose leaf ruled notebook paper, copy paper, graph paper, tracing paper, manila paper, colored paper, poster board, and construction paper.
20. Pencil boxes and other school supply boxes.
21. Pencil sharpeners.
22. Pencils.
23. Pens.
24. Protractors.
25. Rulers.
26. Scissors.
27. Writing tablets.

b. "School art supply" is an item commonly used by a student in a course of study for artwork. The following is an all-inclusive list:

1. Clay and glazes.
2. Paints; acrylic, tempora, and oil.

3. Paintbrushes for artwork.

4. Sketch and drawing pads.

5. Watercolors.

c. "School instructional material" is written material commonly used by a student in a course of study as a reference and to learn the subject being taught. The following is an all-inclusive list:

1. Reference maps and globes.

2. Required textbooks on an official school book list with a sales price of more than thirty dollars (\$30) and less than fifty dollars (\$50).

(4) Noncommercial purchases of books with a sales price of not more than thirty dollars (\$30) per book. The term book shall mean a set of printed sheets bound together and published in a volume with an ISBN number, but does not include magazines, newspapers, periodicals, or any other document printed or offered for sale in a non-bound form.

(Act 2006-574, §1.)

Section 40-23-211**Tax exemption on covered items.**

Covered items, as defined herein, are exempted from paying the state sales and use tax during the period from 12:01 a.m. on the third Friday in July of each year and ending at 12 midnight the following Sunday. Items normally sold in pairs shall not be separated to qualify for the exemption provided for in this article.

(Act 2006-574, p. 1507, §2; Act 2017-120, §1.)

Section 40-23-212**Rules and regulations.**

The Commissioner of the Department of Revenue shall promulgate any rules necessary to implement and administer this article including, but not limited to, a list of those articles and items qualifying for the exemption pursuant to this article, that do not conflict with the streamlined sales and use tax agreement.

(Act 2006-574, §3.)

Section 40-23-213**County and municipal exemptions authorized.**

Any county or municipality may, by resolution or ordinance adopted at least 30 days prior to the third full weekend of July, provide for the exemption of covered items from paying county or municipal sales and use taxes during a period commencing at 12:01 a.m. on the third Friday in July of each year and ending at 12 midnight the following Sunday under the same terms, conditions, and definitions as provided for the state sales tax holiday. Notwithstanding the foregoing, a county or municipality is prohibited from providing such an exemption during any other period of the year.

(Act 2006-574, p. 1507, §4; Act 2017-120, §1.)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. Sales Tax Holiday for “Back-to-School”.

(1) Beginning at 12:01 a.m. on Friday August 4, 2006, and ending at twelve midnight on Sunday August 6, 2006, a sales tax holiday is enacted pursuant to Act No. 2006-574, whereby no state sales or use tax is due on "covered items" as defined herein. For each year thereafter, the sales tax holiday begins at 12:01 a.m. on the first Friday in August and ends at twelve midnight the following Sunday. This annual period during which purchases of covered items are exempt from state sales and use taxes is referred to as the “Back-to-School” Sales Tax Holiday.

(2) Pursuant to Act No. 2006-574, any county or municipality may, by resolution or ordinance adopted at least 30 days prior to the first full weekend of August, provide for the exemption of "covered items" from county or municipal sales or use taxes during the same time period, under the same terms, conditions, and definitions as provided in this rule for the state sales tax holiday. A county or municipality is prohibited from providing for a sales and use tax exemption during any period other than a state sales tax holiday. A participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 30 days prior to the effective date of the resolution or ordinance. The Department will compile this information into a list of all counties and municipalities participating in the “Back-to-School” Sales Tax Holiday and issue a current publication of the list on its website.

(3) “Covered items” means: Articles of clothing with a sales price of one hundred dollars (\$100), or less, per article of clothing. The exemption applies regardless of how many items are sold on the same invoice to a customer. "Clothing" means all human wearing apparel suitable for general use including sandals, shoes and sneakers. Clothing shall not include the following listed items which are excluded from the exemption:

- (a) Belt buckles sold separately;
- (b) Costume masks sold separately;
- (c) Patches and emblems sold separately;
- (d) Sewing equipment and supplies including, but not limited to, knitting needles, patterns, pins, scissors, sewing machines, sewing needles, tape measures, and thimbles;
- (e) Sewing materials that become part of "clothing" including, but not limited to, buttons, fabric, lace, thread, yarn, and zippers;
- (f) In addition to (a) through (e) above, clothing shall not include clothing accessories or equipment, protective equipment, or sport or recreational equipment, as defined in 1., 2., and 3. below, and which are therefore taxable:

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

1. "Clothing accessories or equipment" means incidental items worn on the person or in conjunction with "clothing." The following list includes examples of "clothing accessories or equipment" and is not intended to be an all-inclusive list:

- (i) briefcases;
- (ii) cosmetics;
- (iii) hair notions, including, but not limited to, barrettes, hair bows, and hair nets;
- (iv) handbags;
- (v) handkerchiefs;
- (vi) jewelry;
- (vii) sun glasses, non-prescription;
- (viii) umbrellas;
- (ix) wallets;
- (x) watches; and
- (xi) wigs and hair pieces.

2. "Protective equipment" means items for human wear and designed as protection of the wearer against injury or disease or as protections against damage or injury of other persons or property but not suitable for general use. The following list includes examples of "protective equipment" and is not intended to be an all-inclusive list:

- (i) breathing masks;
- (ii) clean room apparel and equipment;
- (iii) ear and hearing protectors;
- (iv) face shields;
- (v) hard hats;
- (vi) helmets;

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

- (vii) paint or dust respirators;
- (viii) protective gloves;
- (ix) safety glasses and goggles;
- (x) safety belts;
- (xi) tool belts; and
- (xii) welders gloves and masks.

3. "Sport or recreational equipment" means items designed for human use and worn in conjunction with an athletic or recreational activity that are not suitable for general use. The following list includes examples of "sport or recreational equipment" and is not intended to be an all-inclusive list:

- (i) ballet and tap shoes;
- (ii) cleated or spiked athletic shoes;
- (iii) gloves, including, but not limited to, baseball, bowling, boxing, hockey, and golf; goggles;
- (iv) hand and elbow guards;
- (v) life preservers and vests;
- (vi) mouth guards;
- (vii) roller and ice skates;
- (viii) shin guards;
- (ix) shoulder pads;
- (x) ski boots;
- (xi) waders; and
- (xii) wetsuits and fins.

(4) "Covered items" means: A single purchase, with a sales price of seven hundred fifty dollars (\$750), or less, of computers, computer software, and school

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

computer supplies. "Computer," "computer software," and "school computer supplies" shall not include furniture and any systems, devices, software, peripherals designed or intended primarily for recreational use, or video games of a non-educational nature. These items are defined as follows:

(a) "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a result based on a sequence of instructions also known as a central processing unit (CPU). For purposes of the exemption during the sales tax holiday, a computer may include a laptop, desktop, or tower computer system which consists of a CPU, display monitor, keyboard, mouse, and speakers sold as a computer package. The computer package will qualify for the exemption if the dollar amount of the sale is at or below seven hundred fifty dollars (\$750). However, display monitors, keyboards, mouse devices, speakers and other computer parts or devices designed for use in conjunction with a personal computer not sold as part of a package will not qualify for the exemption.

(b) "Computer software" means a set of coded instructions designed to cause a "computer" or automatic data processing equipment to perform a task.

(c) "School computer supply" means an item commonly used by a student in a course of study in which a computer is used. The following is an all-inclusive list of school computer supplies:

1. Computer storage media; diskettes, compact disks;
2. Handheld electronic schedulers, except devices that are cellular phones;
3. Personal digital assistants, except devices that are cellular phones;
4. Computer printers; and
5. Printer supplies for computers; printer paper, printer ink.

(5) "Covered items" means: Noncommercial purchases of school supplies, school art supplies, and school instructional material, up to a sales price of fifty dollars (\$50) per item. These items are defined as follows:

(a) "School supply" is an item commonly used by a student in a course of study. The following is an all-inclusive list:

1. Binders;
2. Book bags;
3. Calculators;

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

4. Cellophane tape;
5. Blackboard chalk;
6. Compasses;
7. Composition books;
8. Crayons;
9. Erasers;
10. Folders, expandable, pocket, plastic, and manila;
11. Glue, paste, and paste sticks;
12. Highlighters;
13. Index cards;
14. Index card boxes;
15. Legal pads;
16. Lunch boxes;
17. Markers;
18. Notebooks;
19. Paper, loose leaf ruled notebook paper, copy paper, graph paper, tracing paper, manila paper, colored paper, poster board, and construction paper;
20. Pencil boxes and other school supply boxes;
21. Pencil sharpeners;
22. Pencils;
23. Pens;
24. Protractors;
25. Rulers;

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

26. Scissors; and

27. Writing tablets.

(b) "School art supply" is an item commonly used by a student in a course of study for artwork. The following is an all-inclusive list:

1. Clay and glazes;
2. Paints, acrylic, tempora, and oil;
3. Paintbrushes for artwork;
4. Sketch and drawing pads; and
5. Watercolors.

(c) "School instructional material" is written material commonly used by a student in a course of study as a reference and to learn the subject being taught. The following is an all inclusive list:

1. Reference maps and globes;
2. Required textbooks on an official school book list with a sales price of more than thirty dollars (\$30) and less than fifty dollars (\$50).

(6) "Covered items" means: Noncommercial purchases of books with a sales price of not more than thirty dollars (\$30) per book. The term book shall mean a set of printed sheets bound together and published in a volume with an ISBN number, but does not include magazines, newspapers, periodicals, or any other document printed or offered for sale in a non-bound form.

(7) Covered items are exempt only if the individual item is priced at or below the established threshold for the exemption. Exemption for only a portion of an individual item is not allowed. The following example illustrates the application of the rule to the exemption:

(a) A customer purchases a pair of pants costing \$120.00. Tax is due on the entire \$120.00. The exemption does not apply to the first \$100.00 of the price of an item of clothing selling for more than \$100.00.

(8) Splitting of items normally sold together. To qualify for the exemption, items normally sold in pairs shall not be separated, and articles that are normally sold as a single unit must continue to be sold in that manner. The following examples illustrate the application of the rule to the exemption:

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

(a) A pair of shoes sells for \$200.00. The pair of shoes cannot be split in order to sell each shoe for \$100.00 to qualify for the exemption.

(b) A suit is normally priced at \$300.00. The suit cannot be split into a coat and slacks so that one of the articles may be sold for \$100.00 or less to qualify for the exemption. However, articles that are normally sold as separate articles, such as a sport coat and slacks, may continue to be sold as separate articles and qualify for the exemption.

(c) A packaged gift set consisting of a wallet (ineligible item) and tie (eligible item) would not qualify for the exemption.

(9) "Buy one, get one free" and other similar offers. If a dealer offers "buy one, get one free" or "two for the price of one" on covered items, the purchase shall qualify for the exemption when all other conditions of the exemption are met. However, if a dealer offers a "buy one, get one for a reduced price" the two prices cannot be averaged to qualify both items for the exemption. The following examples illustrate the application of the rule to the exemption:

(a) A dealer offers "buy one, get one free" on a pair of shoes. The first pair of shoes has a sale price of \$99.00 and the second pair is free. Both pairs of shoes will qualify for the exemption because the first pair of shoes does not exceed the \$100.00 exemption limitation.

(b) A coat is purchased for \$120.00 and a second coat is purchased for half price (\$60.00) at the time the first coat is purchased. The second coat will qualify for the exemption, but the tax will be due on the first coat. In this example, the sales price of the items may not be averaged in order to qualify for the exemption.

(10) Discounts, coupons, and rebates. A discount by the seller reduces the sales price of the item and the discounted sales price determines whether the sales price is within the sales tax holiday price threshold. A coupon that reduces the sales price is treated as a discount if the seller is not reimbursed for the coupon amount by a third-party. If a discount applies to the total amount paid by a purchaser rather than to the sales price of a particular item and the purchaser has purchased both eligible property and taxable property, the seller should allocate the discount based on the total sales prices of the taxable property compared to the total sales prices of all property sold in that same transaction. The application of the exemption to discounts, coupons and rebates extended on a covered item during the exemption period is illustrated by the following examples:

(a) If a dealer sells a pair of jeans with a sales price of \$110.00 and offers to discount the item 10 percent at the time of sale, the exemption would apply because the actual sales price of the jeans is \$99.00.

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

(b) If a customer buys a \$400.00 suit and a \$55.00 shirt, and the retailer is offering a 10 percent discount, after applying the 10 percent discount, the final sales price of the suit is \$360.00, and the sales price of the shirt is \$49.50. The suit is taxable (its price is over \$100.00) and the shirt is exempt (its price is less than \$100.00).

(c) If a dealer offers a reduction in sales price of \$100.00 through a store coupon for a computer with a sales price of \$850.00, the exemption would apply to the purchase because the dealer's actual sales price to the customer is \$750.00.

(d) If a customer gives to a dealer a manufacturer's coupon for \$100.00 for a computer with a sales price of \$850.00, the exemption would not apply.

(e) Rebates generally occur after the sale, thus the amount of the rebate does not affect the sales price of the purchased item. For example, if a pair of jeans was purchased for \$110.00 with a manufacturer's rebate for \$10.00, the exemption would not apply because the sales price is in excess of \$100.00.

(11) Exchanges. The application of the exemption to an exchange of a covered item purchased during the exemption period is illustrated by the following examples:

(a) A customer purchases a covered item during the exemption period, but later exchanges the item for a different size, color, or other feature, and the original sale is not cancelled. No additional tax is due even though the exchange is made after the exemption period.

(b) A customer purchases a covered item during the exemption period. After the exemption period has ended, the customer returns the item and receives credit on the purchase of a different item and the original sale is cancelled. Sales tax is due on the total sales price of the newly purchased item.

(c) A customer purchases a covered item before the exemption period. During the exemption period the customer returns the item and receives credit on the purchase of a different covered item and the original sale is cancelled. Sales tax is not due on the sale of the new item if the new item is purchased during the exemption period.

(12) Layaway sales. A layaway sale is a transaction in which articles are set aside for future delivery to a purchaser who makes a deposit, agrees to pay the balance of the sales price over a period of time, and, at the end of the payment period, receives the merchandise. A sale of a covered item under a layaway sale will qualify for the exemption when final payment on the layaway order is made by, and the item is given to, the purchaser during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. A sale made by completion of transfer of title after the exemption period shall not qualify for the exemption.

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

(13) Rain checks. A rain check allows a customer to purchase an item at a certain price at a later time because the particular item was out of stock. Covered items purchased during the exemption period with the use of a rain check will qualify for the exemption regardless of when the rain check was issued. Issuance of a rain check during the exemption period will not qualify a covered item for the exemption if the item is actually purchased after the exemption period.

(14) Mail, telephone, e-mail, and Internet sales. The sale of a covered item qualifies for exemption when sold through the mail, telephone, e-mail or Internet when the item is paid for and delivered to the customer during the exemption period; or when title to the covered item transfers to the purchaser and delivery is made to the purchaser during the exemption period. Pursuant to Section 40-23-1(a)(5), the sale of an item is not closed or completed until the time and place where delivery occurs to the purchaser after the act of transportation ends and the item comes to rest in this state for use or consumption. Covered items that are pre-ordered and delivered to the customer during the exemption period qualify for the exemption.

(15) Gift certificates and gift cards. Covered items purchased during the exemption period using a gift certificate or gift card will qualify for the exemption, regardless of when the gift certificate or gift card was purchased. Covered items purchased after the exemption period using a gift certificate or gift card are taxable even if the gift certificate or gift card was purchased during the exemption period. A gift certificate or gift card cannot be used to reduce the selling price of a covered item in order for the item to qualify for the exemption.

(16) Returns. For a 60 day period immediately after the sales tax holiday exemption period, when a customer returns an item that would qualify for the exemption, no credit for or refund of sales tax shall be given unless the customer provides a receipt or invoice that shows tax was paid, or the seller has sufficient documentation to show that tax was paid on the specific item. This 60 day period is set solely for the purpose of designating a time period during which the customer must provide documentation that shows that sales tax was paid on returned merchandise. The 60 day period is not intended to change a seller's policy on the time period during which the seller will accept returns.

(17) Different time zones. The time zone of the purchaser's location determines the authorized time period for a sales tax holiday when the purchaser is located in one time zone and a seller is located in another.

(18) Records. The retailer is not required to obtain an exemption certificate on sales of covered items during the exemption period. However, the retailer's records should clearly identify the type of item sold, the date on which the item was sold, the sales price of all items and, if applicable, any tax charged.

(19) Reporting Exempt Sales. No special reporting procedures are necessary to report exempt sales on covered items made during the exemption period. Exempt
(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.65. (Continued)

sales are to be included in the Gross Sales Amount and in the Deductions amount reported on the state and local returns. Taxable sales and exempt transactions should be reported as currently required by law.

(20) Transportation Charges.

(a) Where delivery is made by common carrier or the U.S. Postal Service, the transportation charge if billed as a separate item and paid directly or indirectly by the purchaser, is excluded from the sales price of the covered item. Transportation charges made by any other means are included as part of the sales price of the covered item, whether or not separately stated. Transportation charges are not separately stated if included with other charges and billed as "shipping and handling" or "postage and handling."

(b) "Shipping and handling" or "postage and handling" charges are included as part of the sales price of the covered item, whether or not separately stated. If multiple items are shipped on a single invoice, to determine if any covered items qualify for the exemption for purposes of determining a sales tax holiday price threshold, the shipping and handling charge or postage and handling charge must be proportionately allocated to each item ordered, and separately identified on the invoice.

(21) This rule shall become effective July 1, 2006.

(Sections 40-2A-7(a)(5), 40-23-31, 40-23-83, Code of Alabama 1975. Emergency Rule Adopted May 15, 2006, effective July 1, 2006, expires October 28, 2006; permanent rule filed October 4, 2006, effective November 22, 2006, amended January 23, 2013)



OFFICE OF THE SUPERINTENDENT

Eddie Tyler, M.Ed., Superintendent
2600-A North Hand Avenue
Bay Minette, AL 36507
E-Mail: et Tyler@bcbs.org

TEL: 251-937-0308
FAX: 251-580-1856

April 19, 2021

Mr. Wayne Dyess, County Administrator
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

Dear Mr. Dyess:

I am submitting this letter of support for the "Back to School" Sales Tax Holiday to the Baldwin County Commission on behalf of the Baldwin County Public Schools. Baldwin County Public Schools rely heavily upon sales tax revenue, but has supported the Sales Tax Holiday for Baldwin County since its inception.

Baldwin County Public Schools support this "Back to School" Sales Tax Holiday, scheduled for July 16-18 2021, in order to provide a needed benefit to our parents and to our employees. The parents of our students are so willing to assist our schools in many ways and through fundraising which provide much needed financial support to our schools.

This is one small way that we can provide support back to them and honor them for their commitment to Baldwin County Public Schools.

Thank you for your continued support of Baldwin County Public Schools.

Sincerely,

Eddie Tyler, M.Ed.
Superintendent



April 15, 2021

Mr. Wayne Dyess, County Administrator
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

Mr. Dyess,

Gulf Shores City Schools Board of Education is submitting this letter to Baldwin County Commission in support for the 2021 Back to School Sales Tax Holiday. We understand the needed benefit that this Sales Tax Holiday provides our community.

Thank you for your support of the Gulf Shores City Schools Board of Education.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Akin", is written over the printed name.

Dr. Matthew Akin
Superintendent



State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

April 5, 2021

2021 "Back-to-School" Sales Tax Holiday

July 16-18, 2021

Deadline to notify ADOR: June 16, 2021

The 2021 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, July 16, 2021, and ends at twelve midnight on Sunday, July 18, 2021. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 16, 2021. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 16, 2021.

Retail businesses and the public need to know whether or not your locality will participate in the 2021 "Back-to-School" Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? Send an email, fax or letter (with signature line) stating: "The (City/Town/County) of _____ will not be participating in the 2021 Back-to-School Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

Retailers and the public rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or a copy of the resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

EMAIL: laura.reese@revenue.alabama.gov

QUESTIONS: 334-242-1443

MAIL: ALABAMA DEPARTMENT OF REVENUE
ATTN: Laura Reese
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900



Baldwin County Commission

Agenda Action Form

File #: 21-0759, **Version:** 1

Item #: BJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Huey Hoss Mack, Sheriff

Submitted by: Connie Dudgeon, BCSO Finance Director

ITEM TITLE

Sale of Surplus Vehicles from the Baldwin County Sheriff's Office to the Chickasaw Police Department

STAFF RECOMMENDATION

Take the following actions:

1) Authorize the sale of the following five (5) vehicles from the Baldwin County Sheriff's Office to the Chickasaw Police Department at 80% of the asset's fair market value as stated in Policy #8.8. The revenue from the sale of the five (5) vehicles be deposited into the Baldwin County Commission's General Fund:

- a) 2012 Chev Tahoe - VIN #1GNLC2E00CR252184 - Mileage 165,000 - Fair Condition
- b) 2012 Chev Tahoe - VIN #1GNLC2E01CR250847 - Mileage 165,700 - Fair Condition
- c) 2012 Chev Tahoe - VIN #1GNLC2E08CR249548 - Mileage 119,751 - Fair Condition
- d) 2012 Chev Tahoe - VIN #1GNLC2E09CR250871 - Mileage 163,600 - Fair Condition
- e) 2014 Chev Tahoe - VIN #1GNLC2E04ER218235 - Mileage 165,300 - Fair Condition

2) Authorize the Chairman to execute the Fixed Asset Change Forms.

BACKGROUND INFORMATION

Previous Commission action/date: During the November 17, 2015, Regular Commission Meeting, the Commission approved the sale of three (3) Baldwin County Sheriff's Office surplus vehicles to the Chickasaw Police Department.

Background: Captain Richardson with the Chickasaw Police Department contacted Sgt. Troy Bookout and asked if the Baldwin County Sheriff's Office (BCSO) had any surplus vehicles that BCSO would be willing to sell to the Chickasaw Police Department. Captain Richardson visited the Baldwin County Sheriff's Office Vehicle Maintenance Facility and viewed the surplus vehicles BCSO

has on hand. Captain Richardson sent a letter of interest to purchase five (5) of the vehicles.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up:

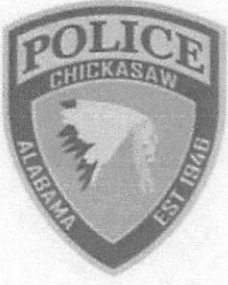
1) Finance/Accounting Staff to contact Captain Richardson with the Chickasaw Police Department at (251) 452-6450 to arrange the sale and payment of the five (5) vehicles.

2) Forward signed Fixed Asset forms to Christie Davis for removal of items from the Baldwin County Commission Fixed Asset list.

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Captain Chuck Richardson
Chickasaw Police Department
(251) 452-6450
crichardson@cityofchickasaw.org

Additional instructions/notes: N/A



Chickasaw Police Department

8 Lange Drive
Chickasaw, Alabama 36611
(251) 452-6450

Date: April 6, 2021
To: Baldwin County Commission
From: Chickasaw Police Department

Members of the Baldwin County Commission,

The Chickasaw Police Department is interested in purchasing five of your used Sherriff's Department Tahoes. Due to budget restraints we are unable to purchase new vehicles at this time. We have an aging fleet of vehicles with a high number of miles and also unfortunately we have lost three vehicles just in the past year due to accidents. The purchase of these vehicles would greatly help our Department and community. We respectfully ask that the Commission please consider selling these vehicles to our Department.

Respectfully,
Captain Chuck Richardson

Captain C. Richardson

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 5/4/2021

Fixed Asset: 8358

Year: 2012

Model: Chev Tahoe

SN: 1GINLC2E00CR252184

Tag #: 52621CO

Mileage: 165,000

Value: \$ 2961.60

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office

Department will be:

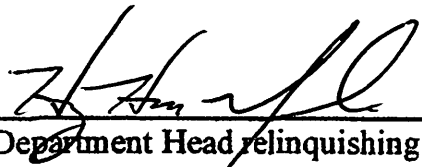
Transferred to: _____

Sold to: Chickasaw Police Department

Stored at/for: _____

Scrapped because: _____

Other: _____


Department Head relinquishing
fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 5/4/2021

Fixed Asset: 8357 Year: 2012

Model: Chev Tahoe

S/N: 1GNLC2E01CR250847

Tag #: 5262000

Mileage: 165,700

Value: \$ 3961.60

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

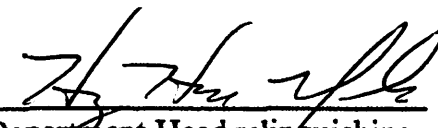
Transferred to: _____

Sold to: Chickasaw Police Department

Stored at/for: _____

Scrapped because: _____

Other: _____


Department Head relinquishing
fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 5/4/2021

Fixed Asset: 8344 Year: 2012

Model: Chev Tahoe

SN: 1GNLC2E08CR249548

Tag #: 5257300

Mileage: 119,751

Value: \$ 6207.20

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

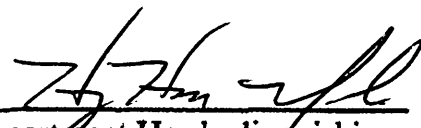
Transferred to: _____

Sold to: Chickasaw Police Department

Stored at/for: _____

Scrapped because: _____

Other: _____


Department Head relinquishing
fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 5/4/2021

Fixed Asset: 8352

Year: 2012

Model: Chev Tahoe

SN: 1G1NLC2E09CR250871

Tag #: 52577CO

Mileage: 163,600

Value: \$ 3,152.00

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office

Department will be:

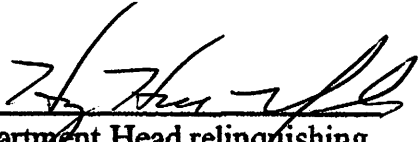
Transferred to: _____

Sold to: Chickasaw Police Department

Stored at/for: _____

Scrapped because: _____

Other: _____


Department Head relinquishing
fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 5/4/2021

Fixed Asset: _____ Year: 2014

_____ Model: Chev Tahoe

_____ S/N: 1G1WL2E04ER218235

_____ Tag #: 54681CO

_____ Mileage: 145,300

_____ Value: \$ 3,961⁶⁰

Subject to Commission approval, the fixed asset above of the

Baldwin County Sheriff's Office Department will be:

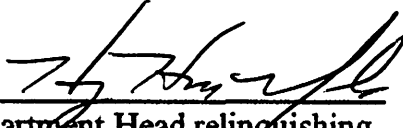
Transferred to: _____

Sold to: Chickasaw Police Department

Stored at/for: _____

Scrapped because: _____

Other: _____



Department Head relinquishing
fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date APPROVED

Advertisement

My Car's Value

2012 Chevrolet Tahoe

LS Sport Utility 4D

near Bay Minette, AL 36507

Mileage: 165,000

Edit Options

4.5 (578 Ratings) Write a review

Save  Print



Recalls: 3 Recalls Found
Is my car affected?



Repair Estimator: See Pricing
What's a fair price?



1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

Instant Cash Offer Trade-in Private Party Donate Your Car

Trade-in Range
\$4,952 - \$7,225
Trade-in Value
\$6,089



① Important info
& definitions

Condition: Fair



#12-05

165,000

\$ 2961.60

(BAD TRANSMISSION)

Advertisement

My Car's Value
2012 Chevrolet Tahoe
LS Sport Utility 4D
near Bay Minette, AL 36507

Mileage: 165,700

Edit Options

4.5 (578 Ratings) Write a review

Save  Print



Recalls: 3 Recalls Found

Is my car affected?



Repair Estimator: See Pricing

What's a fair price?



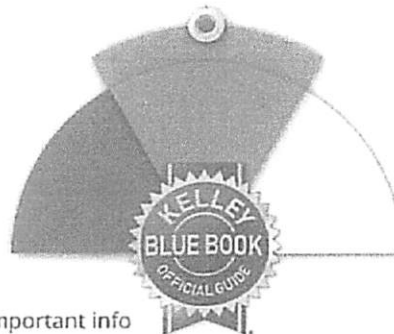
1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

Instant Cash Offer **Trade-in** Private Party Donate Your Car

12-07
165,700 MILES
\$ 3961.60

Trade-in Range
\$4,952 - \$7,225
Trade-in Value
\$6,089



① Important info
& definitions

Condition: Fair 

Advertisement

My Car's Value

2012 Chevrolet Tahoe

LS Sport Utility 4D

near Bay Minette, AL 36507

Mileage: 119,751

Edit Options

4.5 (578 Ratings) Write a review



Print

Save



Recalls: 3 Recalls Found

Is my car affected?



Repair Estimator: See Pricing

What's a fair price?



Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

Instant Cash Offer

Trade-in

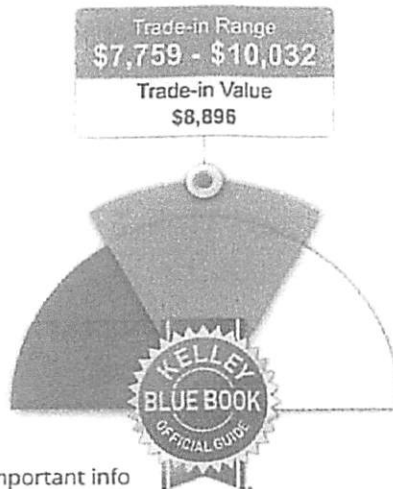
Private Party

Donate Your Car

12-19

119,751 MILES

\$ 6207.20



① Important info
& definitions

Condition: Fair



Advertisement

My Car's Value
2012 Chevrolet Tahoe
LS Sport Utility 4D
near Bay Minette, AL 36507

Mileage: 163,600

Edit Options

4.5 (578 Ratings) Write a review

Save  Print



Recalls: 3 Recalls Found
Is my car affected?



Repair Estimator: See Pricing
What's a fair price?



1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

Instant Cash Offer **Trade-in** Private Party Donate Your Car

Trade-in Range
\$5,190 - \$7,463
Trade-in Value
\$6,327



① Important info
& definitions

Condition: Fair

#12-23
163,600 MILES
\$3,152.00
(BAD TRANSMISSION)

Advertisement

My Car's Value

2012 Chevrolet Tahoe

LS Sport Utility 4D

near Bay Minette, AL 36507

Mileage: 165,300

[Edit Options](#)

4.5 (578 Ratings) [Write a review](#)

 [Save](#)  [Print](#)



Recalls: 3 Recalls Found

[Is my car affected?](#)



Repair Estimator: See Pricing

[What's a fair price?](#)



1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

[Instant Cash Offer](#)

[Trade-in](#)

[Private Party](#)

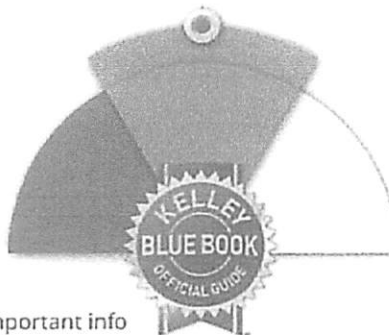
[Donate Your Car](#)


#14-08

165,300 MILES

\$ 3961.60

Trade-in Range
\$4,952 - \$7,225
Trade-in Value
\$6,089



 [Important info & definitions](#)

Condition: **Fair**





Baldwin County Commission

Agenda Action Form

File #: 21-0818, **Version:** 1

Item #: BK1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Zach Hood, EMA Director & Joey Nunnally, P.E., County Engineer

Submitted by: Danon Smith, EMA Planning/Grants Division Manager

ITEM TITLE

Extension Request for the Stream-gaging Station on County Road 32 over Fish River - Gulf of Mexico Energy Security Act (GOMESA) Grant Agreement

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Chairman to execute the Gulf of Mexico Energy Security Act (GOMESA) Grant Agreement Amendment No. 1 which revises the end of the period of performance of the Gulf of Mexico Energy Security Act (GOMESA) Grant Agreement approved by the Commission on June 18, 2019, from March 31, 2021, to December 31, 2021, allowing for the payments of the final invoices to be paid and reimbursement claim to be completed within the period of performance; and
- 2) Authorize the Chairman to execute any other project related documents.

BACKGROUND INFORMATION

Previous Commission action/date:

June 18, 2019 - The Commission authorized the Chairman to execute the Gulf of Mexico Energy Security Act (GOMESA) Grant Agreement for the installation, operation, and maintenance of a stream-gaging station on County Road 32 over Fish River.

November 6, 2018 - The Commission authorized the Chairman to execute a Disbursement Justification Form for the installation, operation and maintenance of a stream-gaging station on County Road 32 over Fish River; and authorized the Chairman to execute any other project related documents.

December 19, 2017 - The Commission authorized submitting a grant application for Bucket 3 Approved Projects.

Background: A stream-gaging station was submitted to the RESTORE Portal on or about September 4, 2015. Baldwin County submitted the RESTORE Act Bucket 3 RFE Evaluation Packet

for a new stream- gaging station on County Road 32 over Fish River on January 5, 2018. During the evaluation process, it was determined this project would qualify for GOMESA funding. The construction and operational costs for this project in the amount of \$87,250.00 will be covered under this funding authorization for two (2) years. Thereafter, the estimated annual operational and maintenance costs for the County will be \$23,600.00.

FINANCIAL IMPACT

Total cost of recommendation: \$87,250.00 - Offset by Grant Revenue

Budget line item(s) to be used: 52300.5150

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Commission Administration have the Chairman sign the GOMESA Grant Agreement Extension.

Action required (list contact persons/addresses if documents are to be mailed or emailed): C ommission Administration forward the signed GOMESA Grant Agreement Extension to EMA, attention Danon Smith for further execution.

Additional instructions/notes: N/A

STATE OF ALABAMA)
MONTGOMERY COUNTY)

Grant: G-BCCSGS/19/BCC
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the Baldwin County Commission (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

WHEREAS, ADCNR and Grantee entered into an Agreement effective July 11, 2019 through March 31, 2021 the "Original Agreement" (attached hereto as "Exhibit A");

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to amend certain terms and conditions of the Original Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the Parties hereby agree as follows:

1. Paragraph 3, "PROJECT PERIOD", of the Original Agreement shall be deleted and replaced with the following:
 3. PROJECT PERIOD: The Project Period shall begin as of the Effective Date as defined hereinbelow and end December 31, 2021.
2. All other terms and conditions of the GOMESA Grant Agreement G-BCCSGS/19/BCC remain in full force and effect.

IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Patricia Powell McCurdy
Director
State Lands Division

Christopher M. Blankenship
Commissioner

Date: _____

GRANTEE:

(Signature)
By: Joe Davis III

(Print Name)
Its: Chairman

(Print Title)

STATE OF ALABAMA

ADCNR GRANT#: G-BCCSGS/19/BCC

MONTGOMERY COUNTY

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the Baldwin County Commission, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Security Act of 2006 (GOMESA) to Grantee for the purpose of installing, operating, and maintaining a stream gaging station at Fish River on Baldwin County 32 as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 16.
3. **PROJECT PERIOD:** The Project Period shall begin January 1, 2019, or the date of the Governor's signature, whichever occurs later ("Project Commencement Date"), and end March 31, 2021.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Period, unless extended in writing by ADCNR by amendment pursuant to Paragraph 12.
5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide an advance disbursement of GOMESA funds to Grantee pursuant to a single payment in an amount not to exceed EIGHTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY DOLLARS

(\$87,250.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not expended before the end of the Project Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

7. **FUNDING AVAILABILITY/PRORATION:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this project. Further, Grantee acknowledges and agrees that, in the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, all requirements of GOMESA, and applicable local, state and federal laws.
9. **REPORTS:** The Grantee agrees to submit a Completion Report no later than sixty (60) days after the end of the Project Period. The Completion Report must include a summary financial report detailing project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures and other documents as necessary to evidence successful project completion. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attn: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

10. **INDEMNIFICATION:**

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property,

which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
 - c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.
11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
12. **ASSIGNABILITY/AMENDMENTS:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
13. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
14. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state and local permits and pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

15. **TAX RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
16. **COST RECORDS:** The State of Alabama, through internal Department of Conservation auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any agency thereof, shall be entitled to audit the books, documents, papers and records of the Grantee and any lower tier recipients which are reasonably related to this Agreement. Grantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (http://www.archives.alabama.gov/officials/rdas/Conservation_RDA_2016.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested. The provisions of this Paragraph 16 shall survive the Agreement Term and remain a continuing obligation of Grantee.
17. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in such amounts as are acceptable to ADCNR, and shall include ADCNR, its employees and agents, as additional insureds in said insurance policy. Contractor shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by DCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.
18. **TERMINATION OF AGREEMENT:** In addition to terms of Paragraph 7, this Agreement may be terminated as follows:
 - a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested) or overnight courier (signature required), to Grantee of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
19. PRESS/EVENTS: Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this project at least five (5) working days prior to the scheduled event or release.
20. CONFLICT OF INTEREST CERTIFICATION: The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
21. NONDISCRIMINATION: Grantee shall be and is prohibited from discriminating based on race, color, religion, age, sex, pregnancy, national origin, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of the project funded pursuant to this agreement.
22. NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
23. ALTERNATIVE DISPUTE RESOLUTION CLAUSE: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment

of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

24. IMMIGRATION COMPLIANCE: By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
25. NO AGENCY: By entering into this Agreement, Grantee understands and agrees it is not an agent of the state, its officers, employees, agents or assigns. The Grantee is an independent entity from the state and nothing in this Agreement creates an agency relationship between the parties.
26. NOT ENTITLED TO MERIT SYSTEM: Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
27. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

To ADCNR:

Alabama Department of Conservation and Natural Resources
Atten: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

To Grantee:

Baldwin County Commission
Atten: Joey Nunnally, County Engineer
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

28. ADCNR AND GRANTEE REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

ADCNR:

Christopher M. Blankenship
Commissioner

GRANTEE:

Charles F. Gruber
(Signature)

APPROVED LEGAL By: Charles F. Gruber
(Print Name)

APPROVED:

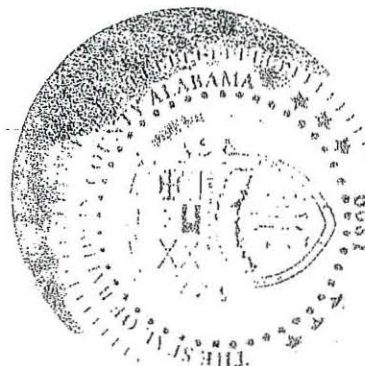
Kay Ivey
Governor of Alabama

Its: Chairman
(Print Title)

Date: 7/11/19

ATTEST:

John Merrill
Secretary of State



FUNDS AVAILABLE
FUND

Joseph Osenton
ADCNR Acctg. Director

EXHIBIT A

State of Alabama

Gulf of Mexico Energy Security Act of 2006

Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

1. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
2. Mitigation of damage to fish, wildlife, or natural resources;
3. Implementation of a federally-approved marine, coastal, or comprehensive conservation management plan;
4. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects;
5. Planning assistance and the administrative costs of complying with this section.

Proposed Project Description:

The proposed project requests funding for the installation, operation, and maintenance of a stream-gaging station at Fish River on Baldwin County Road 32. The stream-gaging station will aid in forecasting floods, as well as flood alerts. The program budget is \$87,250.00 which includes the installation and operation for 2 years. The Baldwin County Commission will provide funding to the U.S. Geological Survey (USGS) to install two-dimensional, side-looking Acoustic Doppler Velocity Meter (ADVM). This funding will also support the calibration and 2-year operation of the stream gage. The USGS will monitor and record continuous river stage and velocity at predetermined intervals, document manual discharge measurements, and compute mean velocity.

Through prior working agreements, the USGS and the Baldwin County Commission will manage the construction, installation, and operation of a continuous-record stream-gaging station on Fish River that will monitor both river stage and streamflow. Data will be recorded and logged at 15-minute intervals and transmitted via GOES (Geostationary Operational Environmental Satellite) every hour. The data will be displayed on the USGS web site at <http://al.water.usgs.gov/data> and updated hourly. This data is publicly available for use by planners, businesses, emergency managers, science research programs, educational programs, and the general public. The new data will be coordinated with information from existing stream-gaging stations on Magnolia River and Styx River, and a rain gauge at Fish River near Silverhill, AL.

Without this station, flood conditions on Fish River are more difficult to track. Without the data to predict the time and magnitude of floods, local officials cannot take the planning steps necessary to accommodate the stormwater generated from those major flood events.

The project must comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments.

Project Duration:

This project is expected to last 27 months (i.e., 3 months to procure and install + 24 months of calibration, operation, and maintenance).

Start Date: January 1, 2019

End Date: March 31, 2021

Proposed Budget:

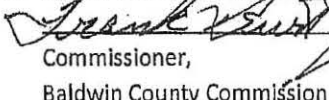
New Stream-Gaging Stations on Fish River at Baldwin County Road 32	Cost
Construction/Installation Costs	\$ 33,250.00
Calibration and Operation (Year 1)	\$ 30,400.00
Calibration and Operation (Year 2)	\$ 23,600.00
TOTAL:	\$ 87,250.00

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use; projects and activities for the purpose of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses.

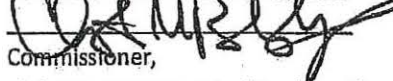
Submitted by:

Name (typed): Frank Burt, Jr.

Signature: 
Commissioner,
Baldwin County Commission

Approved:

Name (typed): Christopher M. Blankenship

Signature: 
Commissioner,
Alabama Department of Conservation
and Natural Resource



County Road 32 Stream-Gaging Station

Baldwin County
Highway Department 2018

Path: C:\karsimboe\Del\top\CP 32 Stream Gaging Station.apr

0 0.3 Miles





Baldwin County Commission

Agenda Action Form

File #: 21-0817, **Version:** 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Alfreda Jeffords, Permit/Subdivision Manager

Submitted by: Halley Black, Office Manager

ITEM TITLE

Adopt-A-Mile - County Road 95 from Josephine Drive South to the End of Maintenance in Elberta, Alabama

STAFF RECOMMENDATION

Authorize the Chairman and County Engineer to execute an Adopt-A-Mile Program application submitted by Ms. Karen Pate for County maintained sections on County Road 95 from Josephine Drive south to the end of maintenance in Elberta.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Alabama PALS (People Against a Littered State) allows various citizens, groups, and companies to adopt miles throughout the County in order to promote an "Unlittered Alabama". PALS sends the application to the County to obtain approval from the Commission Chairman and the County Engineer.

The Baldwin County Highway Department, Permit Division, received an application from Ms. Karen Pate for County Road 95 from Josephine Drive south to the end of maintenance in Elberta, Alabama.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Administration Staff to obtain signatures and return to Alabama PALS.

Contact:

Ms. Margaret H. McElroy
State Adopt-A-Mile Coordinator
Alabama PALS
340 North Hull Street
Montgomery, Alabama 36104

Additional instructions/notes: N/A



ALABAMA

Adopt-a-Mile Program Application for the Highway Adoption (County)

The following form was completed online requesting to adopt a mile of County Road and has been submitted to the Alabama PALS office for processing. *Working Together for an Unlittered Alabama*

Applicant Information

Application Number 667

Submitted on 3/2/2021 12:51 PM

County Baldwin

First Name Karen

Last Name Pate

Email Address karen8948@msn.com

Participating Organization The Point Yacht Club

Address 28617 N Quarry Dr
Elberta, AL 36530

Phone Number 8135458544

Proposed highway section(s) to adopt

(minimum of one mile)

County Road Number 95

Desc. of Section From the waters edge of County Rd 95 to the intersection of Josephine Drive

County Road Number

Desc. of Section

Approvals

Applicant Signature Karen Pate

I authorize the use of the typed name above as an electronic signature

Recommended for Approval

County Engineer

Recommended for Approval

Chairman, County Commission

Approved

(District Engineer, Alabama Dept of Transportation)



Baldwin County Highway Department Site Map

0 0.2 0.4 0.6 Miles





Baldwin County Commission

Agenda Action Form

File #: 21-0812, **Version:** 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Alfreda Jeffords, Permit/Subdivision Manager

Submitted by: Halley Black, Office Manager

ITEM TITLE

Adopt-A-Mile - Comstock Road from County Road 95 East 1.4 Miles in Elberta

STAFF RECOMMENDATION

Authorize the Chairman and County Engineer to execute an Adopt-A-Mile Program application submitted by Ms. Teri MacKenzie for Comstock Road from County Road 95 east 1.4 miles in Elberta, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Alabama PALS (People Against a Littered State) allows various citizens, groups, and companies to adopt miles throughout the County in order to promote an "Unlittered Alabama". PALS sends the application to the County to obtain approval from the Commission Chairman and the County Engineer.

The Baldwin County Highway Department, Permit Division, received an application from Ms. Teri MacKenzie for Comstock Road from County Road 95 east 1.4 miles to Rayonier Nursery.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Administration Staff to obtain signatures and return to Alabama PALS.

Contact:

Ms. Margaret H. McElroy

State Adopt-A-Mile Coordinator

Alabama PALS

340 North Hull Street

Montgomery, Alabama 36104

Additional instructions/notes: N/A



Adopt-a-Mile Program Application for the Highway Adoption (County)

The following form was completed online requesting to adopt a mile of County Road and has been submitted to the Alabama PALS office for processing.

Applicant Information

Application Number 670

Submitted on 3/10/2021 8:58 AM

County Baldwin

First Name Teri

Last Name MacKenzie

Email Address teri.mackenzie@rayonier.com

Participating Organization Rayonier Nursery

Address 29650 Comstock Road
Elberta, AL 36530

Phone Number 2519805210

Proposed highway section(s) to adopt

(minimum of one mile)

County Road Number Comstock

Desc. of Section Corner of Comstock Road and Hwy 95 to Rayonier Nursery 29650 Comstock Road (1.4 miles)

County Road Number 30.45834624378004, -87.53061983943901

Desc. of Section Corner of Comstock Road and Hwy 95 to Rayonier Nursery 29650 Comstock Road (1.4 miles)

Approvals

Applicant Signature Teri MacKenzie

I authorize the use of the typed name above as an electronic signature

Recommended for Approval

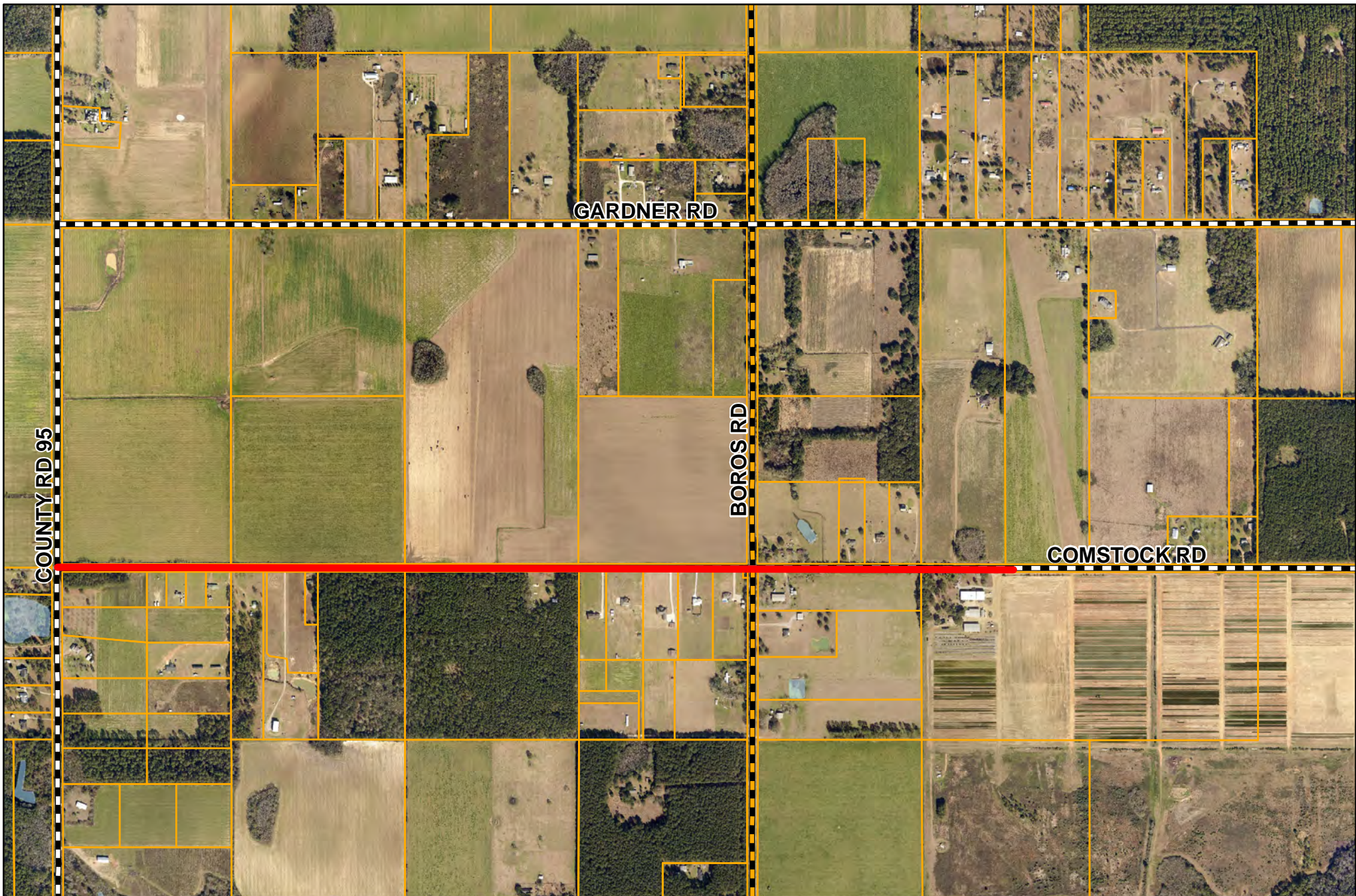
County Engineer

Recommended for Approval

Chairman, County Commission

Approved

(District Engineer, Alabama Dept of Transportation)



Baldwin County Highway Department Site Map

0 0.15 0.3 0.45 Miles





Baldwin County Commission

Agenda Action Form

File #: 21-0782, **Version:** 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Submitted by: Halley Black, Office Manager

ITEM TITLE

Case No. S-16045 - Fairhope Falls, Phase 3 - Road Acceptance

STAFF RECOMMENDATION

Take the following actions regarding Subdivision Case No. S-16045 - Fairhope Falls, Phase 3 in Maintenance Area 200:

1) Accept the following subdivision roads for maintenance and authorize said roads to be added to the County Maintenance Road List:

<u>Road Name</u>	<u>Length</u>	<u>Asphalt Width</u>
Iguazu Falls Avenue	69.97 ft	22 ft
Kaieeteur Falls Avenue	370.00 ft	22 ft
Landry Lane	529.79 ft	22 ft
Sophie Falls Avenue	1,200.60 ft	22 ft
Sutherland Circle	614.93 ft	22 ft

2) Approve and authorize the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accept the Surety Document from Fidelity and Deposit Company of Maryland on behalf of Ammons and Blackmon Construction LLC in the amount of \$170,455.08 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and "As-Built" construction plans.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: On February 2, 2021, the Baldwin County Highway Department approved the Final and "As-Built" construction plans for Fairhope Falls, Phase 3 (County Case No. S-16045) located in Fairhope. The required improvements have been inspected and are in accordance with the Subdivision Regulations.

The Baldwin County Subdivision Regulations, Article §7.42 - Maintenance Surety Document, requires the following:

a) *Acceptance of Maintenance Surety Document*. The surety document must first be reviewed by the County Engineer and Chief Legal Counsel, and then accepted and approved by the County Commission;

b) *Value of Maintenance Surety Document*. The maintenance surety shall be of an amount equal to or greater than 40 percent of the cost (*Itemized Engineer's Cost Estimate*) of the full construction of the required roadway and drainage improvements within the public rights-of-way, including but not limited to grading, paving of the streets, and installation of stormwater structures. When the County Engineer identifies potential problems, conditions or reasons for further protection of the County and public funds a greater amount may be required by the County Engineer;

c) *Term of Maintenance Surety Document*. A maintenance surety document must state that it is "valid for a period of time" as prescribed in the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*. A twenty-four (24) month warranty period will begin to run upon the occurrence of both of the following (a) the County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements, within the public rights-of-way; and (b) the maintenance surety document in acceptable form is delivered to the Baldwin County Commission.

Notwithstanding the above requirements, this warranty period shall be automatically extended in the event that an invoice has been sent to the Owner and the time of the subject invoice conflicts with, of the necessary repairs extend beyond, the final date of the twenty-four (24) month warranty period. In such event, said maintenance surety document shall remain in full effect until the Baldwin County Commission releases said surety document following the fulfillment of all obligations to the Baldwin County Commission as required by the *Subdivision Roadway and Drainage Improvement Acceptance Agreement*.

The value and terms of the surety have been reviewed by Highway Department Staff and are consistent with the requirements of the *Baldwin County Subdivision Regulations* (See attached Cost Estimate).

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: Standard agreement used as previously approved by Brad Hicks, County Attorney (approved 01/09/2020) los

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration Staff have Commission Chairman and County Administrator execute Subdivision Roadway Acceptance Agreement and return signed document to Halley Dixon (Highway Department). Appropriate Highway Department Personnel will be notified to begin maintenance.

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Please send correspondence to:

Contact:

Mr. Jason Estes, P.E.
Dewberry/Preble-Rich, LLC
25353 Friendship Road
Daphne, Alabama 36526

Additional instructions/notes: N/A

SUBDIVISION ROADWAY AND DRAINAGE IMPROVEMENT ACCEPTANCE AGREEMENT

1. RECITALS. The above recitals and statements are incorporated as part of this AGREEMENT as if fully set forth herein.
2. EXHIBITS AND ATTACHMENTS. Exhibits and/or attachments listed or referenced herein are specifically included as a necessary part of this AGREEMENT and the same shall not be complete without such items, to wit:

Exhibit A. Engineer's Itemized Cost Estimate of Construction (certified by the design engineer of all roadways and drainage improvements within the public rights-of-way);

Exhibit B. Maintenance Surety Document in the form (as approved by the COUNTY COMMISSION) and the amount prescribed by the County Engineer as described herein;

Exhibit C. Copy of the Recorded Subdivision Plat;

Exhibit D. Certification of Improvements.

COUNTY COMMISSION and OWNER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this AGREEMENT noting their inclusion and attachment hereto.

3. OWNERSHIP. The OWNER hereby warrants that he is the rightful owner of all necessary rights, title, and interest in the property subject to this AGREEMENT and he has full authority to enter and do all things required by this AGREEMENT.
4. MAINTENANCE PERIOD. The subject maintenance period and term of this AGREEMENT begins upon the date in which all PARTIES fully approve and execute the same and shall extend for a period of twenty-four (24) months therefrom (twenty-four (24) month period).
5. COUNTY ENGINEER SOLE AUTHORITY. The County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine, without limitation, the existence and nature of defects and deficiencies within any right-of-way subject hereto; furthermore, the County Engineer, or his designee, shall have the sole and final authority to interpret and/or determine the sufficiency of any conducted repairs and/or improvements required within any rights-of-way subject hereto. The interpretations and determinations of the County Engineer, or his designee, hereunder shall be final.
6. SURETY REQUIREMENTS. The OWNER has filed with the COUNTY COMMISSION a Maintenance Bond, Irrevocable Standby Letter of Credit, or other approved form of surety document (Exhibit B) in the amount of \$ 170,455.08 made payable to the Baldwin County Commission on behalf of Ammons & Blackmon Construction LLC (name of Principal as shown on surety document). This surety document shall cover the cost of any repair work required by the County Engineer within the subject right(s)-of-way associated to the repair of deficiencies or defects that occur as a result of, without limitation, defective materials and/or faulty workmanship, except for general wear and tear. In any event that said surety document conflicts with this AGREEMENT, then this AGREEMENT shall prevail.

A. If at any time during the twenty-four (24) month maintenance period, should the improvements, subject to this agreement, be in need of repairs as determined by County Engineer in his sole discretion, the following procedure should be followed:

1. The repairs will be made by the Baldwin County Highway Department or other entity as determined by Baldwin County.

2. The OWNER will be sent an itemized invoice of the said repairs and given the opportunity to immediately reimburse the COUNTY COMMISSION for the cost of said repairs.

3. If the OWNER does not reimburse the COUNTY COMMISSION for said repairs within 30 days from the date of the invoice or before the end of the 24-month maintenance period (whichever comes first), then the PARTIES understand that the COUNTY COMMISSION will be authorized to collect from the Surety.

4. Notwithstanding anything written or implied herein to the contrary, said 24-month period shall be automatically extended in the event that an invoice has been sent to the OWNER and the time of the subject notice conflicts with, or the necessary repairs extend beyond, the final date of the 24-month period. In such event, said surety document shall remain in full effect until the COUNTY COMMISSION or its designee releases the same following the respective repairs.

5. Notwithstanding anything herein written or implied, the COUNTY COMMISSION retains all remedies at law to collect for any costs incurred to correct said repairs, and in the event that the County is unable to collect said costs from the Surety, then the OWNER shall be liable for all invoiced costs.

B. If the County Engineer considers the roadways and drainage improvements in good repair at the end of the twenty-four (24) month maintenance period, then the County Engineer will recommend that the COUNTY COMMISSION release the surety document back to the OWNER.

7. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations, whatsoever, whether express or implied.
8. SEVERABILITY. In the event that any provision of this AGREEMENT shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.
9. NON-ASSIGNABILITY. The PARTIES hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise dispose of any interest, rights or obligations provided or contained herein in whole or in part at any time.
10. NON-WAIVER. The waiver of any breach of this AGREEMENT by COUNTY COMMISSION shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. The delay or omission by COUNTY COMMISSION to exercise any right or power provided by this AGREEMENT shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of OWNER. Any breach on the part of OWNER shall be construed a continuing breach, and COUNTY COMMISSION may exercise every right and power under the AGREEMENT at any time during the action or inaction or upon the occurrence of any subsequent breach.

11. TERM AND BINDING EFFECT. This AGREEMENT and Contract will, upon COUNTY COMMISSION approval:

A. continue in effect for a twenty-four (24) month period unless amended, altered, or otherwise changed in writing by all PARTIES hereto, and;

B. be binding upon and shall inure to the benefit of the COUNTY COMMISSION and the OWNER.

12. HOLD HARMLESS. The OWNER shall indemnify, defend and hold COUNTY COMMISSION and its affiliates, employees, agents, and representatives (collectively "COUNTY COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY COMMISSION, as a result of or in the construction and design of the subject roadways and drainage improvements and in relation in any manner related to the acts, negligence or omissions of the OWNER in relation to the maintenance or the care of the subject rights-of-way prior to the execution of this AGREEMENT. This indemnification shall survive the expiration of this AGREEMENT.

13. NO AGENCY CREATED. It is neither the express nor the implied intent of the OWNER or the COUNTY COMMISSION to create an agency relationship pursuant to this AGREEMENT; therefore, the OWNER does not in any manner act on behalf of the COUNTY COMMISSION and the creation of such a relationship is prohibited and void.

14. WARRANTIES AND REPRESENTATIONS. The execution and delivery of this AGREEMENT have been duly authorized by all necessary actions of COUNTY COMMISSION and OWNER.

This AGREEMENT has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of the various parts to this AGREEMENT shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the PARTIES hereto.

15. GOVERNING LAW. This AGREEMENT shall be deemed to have been made in the State of Alabama. The validity of the same, its construction, interpretation, enforcement and the rights of the PARTIES hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

16. NOTICE. Any notices to be given under this AGREEMENT by either PARTY, to the other, shall only be effectuated either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt. This provision, however, shall not invalidate the date identified on any notice of required repairs issued by County Engineer, and in such case, the date of said notice shall govern.

Any notices given hereunder shall be delivered, as specified above, only to the following address of the PARTIES:

OWNER: 68V FAIRHOPE FALLS 2020, LLC.
Address: 29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527
Telephone Number: (251) 625-1198

DEVELOPER: 68V FAIRHOPE FALLS 2020, LLC.
Address: 29891 Woodrow Lane, Suite 300
Spanish Fort, AL 36527
Telephone Number: (251) 625-1198

CONTRACTOR: Ammons and Blackmon Construction, LLC.
Address: 9695 Stagecoach Commercial Park Circle
Spanish Fort, AL 36577
Telephone Number: (251) 626-0656

COUNTY COMMISSION: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

It is the responsibility of each PARTY to promptly notify the other PARTY of any change in the above contact information.

IN WITNESS WHEREOF, the PARTIES, having full authority to do so, have fully executed this AGREEMENT as of the last date of execution below.

- **THIS DOCUMENT IS LEGALLY BINDING, AND LEGAL ADVICE SHOULD BE OBTAINED BEFORE SIGNING.**

(SIGNATURE AND NOTARY PAGES TO FOLLOW)

68V FAIRHOPE FALLS 2020, LLC.

Owner's Name

Nathan L. Cox Manager
OWNER-(print) /Title

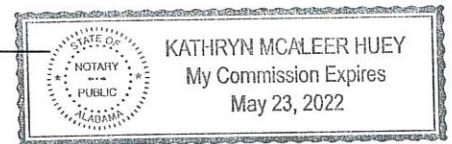
[Signature] 11/30/2020
OWNER (signature) /Date

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, Kathryn McAleer Huey, Notary Public in and for said County, in said State, hereby certify that Nathan L. Cox (individual's name), whose name as owner, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 30th day of November, 2020.

Kathryn McAleer Huey
NOTARY PUBLIC



68V FAIRHOPE FALLS 2020, LLC.

Developers Company Name

Nathan L. Cox Manager
DEVELOPER-(print) /Title

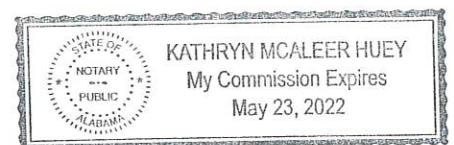
[Signature] 11/30/2020
DEVELOPER (signature) /Date

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, Kathryn McAleer Huey, Notary Public in and for said County, in said State, hereby certify that Nathan L. Cox (individual's name), whose name as Developer, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 30th day of November, 2020.

Kathryn McAleer Huey
NOTARY PUBLIC



Ammons and Blackmon Construction, LLC
Contractor Company Name

Chad Ammons / Member
CONTRACTOR-(print) /Title

[Signature] / 12/8/2020
CONTRACTOR (signature) /Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Alaina Ammons, Notary Public in and for said County, in said State, hereby certify that Chad Ammons (individual's name), whose name as Member of Ammons & Blackmon Construction, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 8th day of Dec., 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires:
October 1, 2022

Baldwin County Commission

Baldwin County Commission Chairman /Title

ATTEST:

County Administrator /Date

EXHIBIT "A"
ENGINEER'S ITEMIZED COST ESTIMATE
FAIRHOPE FALLS PHASE 3

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
1	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	1,355	LF	36.00	48,780.00
2	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	380	LF	44.00	16,720.00
3	CONCRETE PAVED DITCH	600	LF	36.00	21,600.00
4	INLET, TYPE "S", 1-WING	12	EA	3,900.00	46,800.00
5	INLET, TYPE "S", 2-WING	2	EA	4,875.00	9,750.00
6	YARD INLET	4	EA	3,000.00	12,000.00
7	JUNCTION BOX	4	EA	3,200.00	12,800.00
8	4" TOPSOIL FROM STOCKPILE	1,170	CYIP	14.00	16,380.00
9	SEEDING, FERTILIZER & MULCH	2.2	AC	2,100.00	4,620.00
SUB-TOTAL GRADING & DRAINAGE					189,450.00
ROADWAYS					
10	CONCRETE CURB & GUTTER	5,210	LF	13.75	71,637.50
11	UPPER LAYER SAND CLAY BASE, 4" THICK	8,274	SY	4.50	37,233.00
12	LOWER LAYER SAND CLAY BASE, 4" THICK	8,274	SY	2.35	19,443.90
13	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2", 424-A, 220#	6,823	SY	11.10	75,735.30
14	4" PVC UTILITY SLEEVES	50	LF	10.00	500.00
15	STOP & STREET SIGNS	10	EA	350.00	3,500.00
16	SIDEWALK, 5' WIDE	223	LF	41.00	9,143.00
17	SIDEWALK, REMOVE & REPLACE	101	LF	45.00	4,545.00
18	HANDICAP RAMPS	26	EA	575.00	14,950.00
SUB-TOTAL ROADWAYS:					236,687.70
TOTAL:					426,137.70
ENGINEER'S MAINTENANCE BOND ESTIMATE, 2 YR.@ 40%:					170,455.08

I certify the above estimate to be true and correct to the best of my knowledge.

Sincerely,
Dewberry Engineers Inc.

Andrew Bobe, PE
Senior Associate
Senior Project Manager

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of _____, _____.



Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John T. THOMAS, JR., Christopher T. THOMAS and Maria A. DAVISON, all of Daphne, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons .

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of May, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

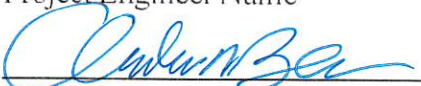
EXHIBIT "D"
CERTIFICATION OF IMPROVEMENTS FOR SUBDIVISIONS

Chairman
Baldwin County Planning & Zoning Commission Post Office
Box 220
Silverhill, Al. 36576

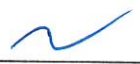
In accordance with the requirements of Section 8.2 of the *Baldwin County Subdivision Regulations*, I hereby certify to the following with respect to

Fairhope Falls PHASE 3 Subdivision

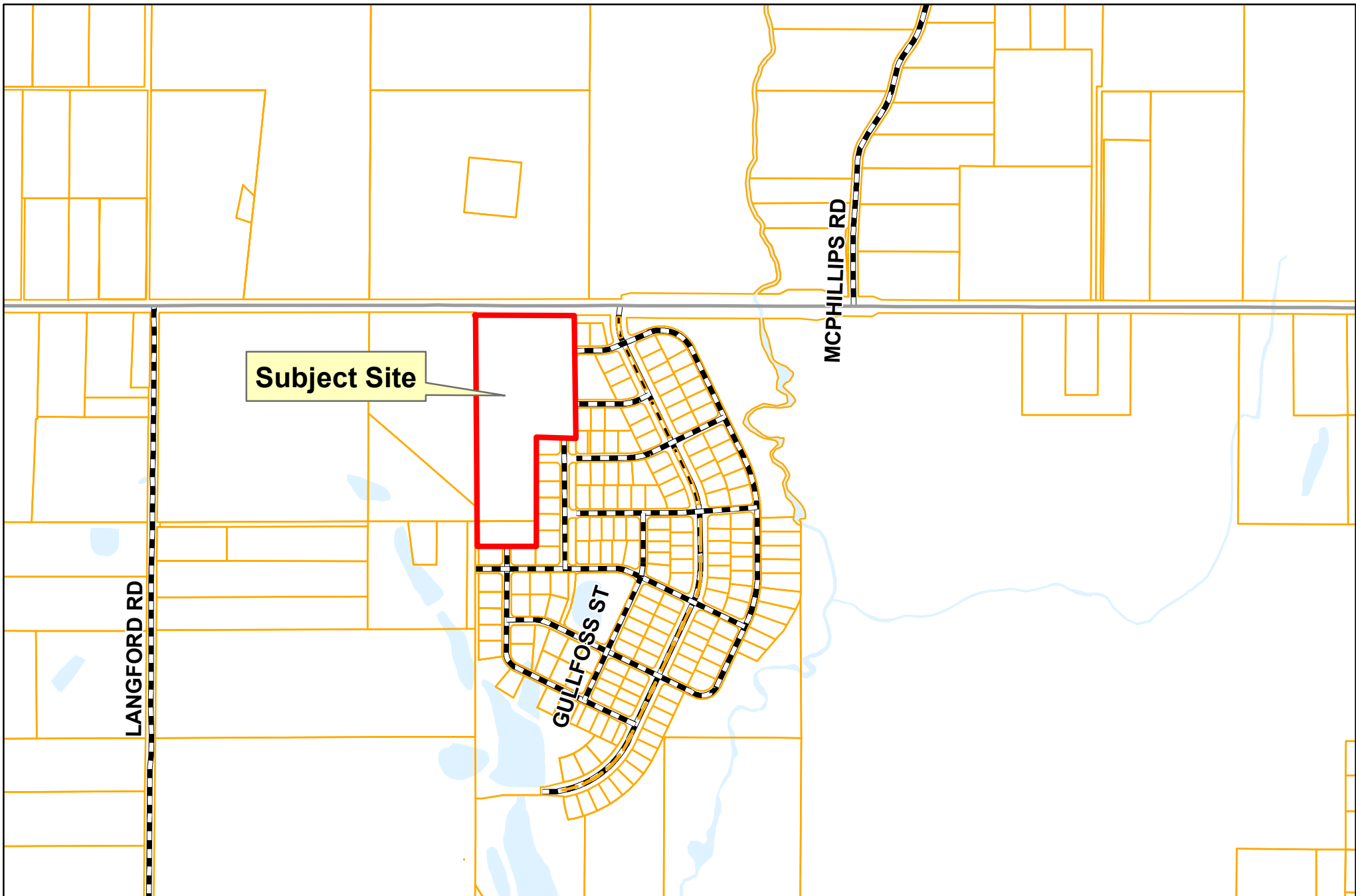
- 1) all required improvements are complete;
- 2) all improvements are in compliance with the minimum standards specified by the Baldwin County Planning & Zoning Commission and the Baldwin county Commission for their construction;
- 3) I know of no defects from any cause in these improvements, and;
- 4) all improvements are free and clear of any encumbrance or lien.

Andrew Bobe, PE
Project Engineer Name

Project Engineer Signature

30021
Registration Number
12-10-2020
Date

68V FAIRHOPE FALLS 2020, LLC.
Subdivider Name

Subdivider Signature

11/30/2020
Date



S-16045 Fairhope Falls, Phase 3 Vicinity Map

0 0.1 0.2 0.3
Miles





S-16045 Fairhope Falls, Phase 3 Site Map

0 0.065 0.13 0.195 Miles





BALDWIN COUNTY COMMISSION

PLANNING AND ZONING DEPARTMENT

Robertsdale Office
22251 Palmer St.
Robertsdale, AL 36567
Phone: (251) 580-1655
Fax: (251) 580-1656

Foley Office
201 East Section Avenue
Foley AL 36535
Phone: (251) 972-8523
Fax: (251) 972-8520

www.planning.baldwincountyal.gov

March 31, 2021

Joey Nunnally, P.E.
County Engineer

Subject: Fairhope Falls, Ph 3 – Final Plat

Dear Mr. Nunnally:

The Final Plat of the above referenced development has been reviewed for compliance with the *Baldwin County Subdivision Regulations*. The development meets all requirements of the Baldwin County Subdivision Regulations.

Mary Booth
Subdivision Coordinator

Cc: file



Baldwin County Commission

Agenda Action Form

File #: 21-0779, **Version:** 1

Item #: BN4

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE

Daphne East Elementary School - Construction of a Walking Track

STAFF RECOMMENDATION

Approve Area 200 Highway Department to construct a walking track at Daphne East Elementary School for an estimated cost of \$12,360.00 for labor.

The Baldwin County Board of Education will furnish all materials for the project and be invoiced the actual cost of labor upon completion of the project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Superintendent Eddie Tyler of the Baldwin County Board of Education is requesting assistance from the Baldwin County Commission for the construction of a walking track at Daphne East Elementary School.

Historically, the Baldwin County Commission has worked with the Baldwin County Board of Education by donating equipment cost when assisting with school projects.

FINANCIAL IMPACT

Total cost of recommendation: The Baldwin County Board of Education will be invoiced the actual cost for labor. They will provide materials for the project.

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Paul Penry - Area 200 Maintenance Facility; Beth Burnett - Highway Accounting

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Area 200 schedule the project; Highway Accounting send invoice for actual labor cost upon completion of the project.

Additional instructions/notes:

Contact:

Mr. Eddie Tyler, M. Ed., Superintendent
Baldwin County Board of Education
2600 North Hand Avenue
Bay Minette, Alabama 36507



BALDWIN COUNTY PUBLIC SCHOOLS

EDDIE TYLER, M.Ed.
Superintendent

RECEIVED
APR 21 2021

April 19, 2021

BY: BP

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WD
RC
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CH
CD

Board of Education

MIKE JOHNSON
District 1

ANDREA LINDSEY
District 2

TONY MYRICK
District 3

JANAY DAWSON
District 4

ROBERT STUART
District 5

CECIL CHRISTENBERRY
District 6

SHANNON CAULEY
District 7

Honorable Joe Davis, III, Chairman
Baldwin County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507

Dear Mr. Chairman:

We have been in contact with Mr. Frank Lundy regarding our request to construct a walking track on the Daphne East Elementary School campus. He has provided estimates on equipment, labor and materials. We ask the Commission to consider allowing the county's equipment and employees to come on campus and do the work. The Board shall pay the cost for all equipment, labor and materials estimated to be \$51,456.87

If you need any further information, please contact Tom Waters, Business and Purchasing Manager, via e-mail at twaters@bcbe.org or by phone at 251-580-1913.

Thank you for the continuing support of Baldwin County Public Schools.

Sincerely,

Eddie Tyler, M.Ed.
Superintendent

cc: John Wilson, CSFO
Mark Doherty, Principal

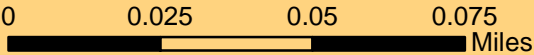
Baldwin County Highway Department Estimate Sheet

DATE	3/16/2021	Area: 200			
REQUESTED BY:	FRANK LUNDY	SPONSORED BY:	LENGTH	WIDTH	
LOCATION	DAPHNE EAST ELEMENTARY			700 FT.	10 FT.
Scope of Work: WALKING TRACK					
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	EQUIPMENT				
EQ # 01655	GRADER	HOURS	50	\$ 80.43	\$ 4,021.50
EQ # 00889	TRACK HOE	HOURS	35	\$ 264.64	\$ 9,262.40
EQ # 00210	DOZER	HOURS	35	\$ 98.77	\$ 3,456.95
EQ # 24693	DUMP TRUCK TRI-AXLE	HOURS	90	\$ 91.65	\$ 8,248.50
EQ # 61372	LOWBOY TRUCK/TRAILER	HOURS	12	\$ 52.98	\$ 635.76
EQ # 03100	WATER TRUCK	HOURS	8	\$ 56.57	\$ 452.56
EQ # 00340	VIBRATORY ROLLER-CB22B	HOURS	8	\$ 28.72	\$ 229.76
EQ # 10402	TRACTOR	HOURS	10	\$ 16.85	\$ 168.50
EQ # 00609	ROLLER - PULL BEHIND TRACTOR	HOURS	10	\$ 18.48	\$ 184.80
EQ # 00829	LOADER	HOURS	40	\$ 116.12	\$ 4,644.80
EQ # 03454	2008 TRUCK TRACTOR W/ TRAILER	HOURS	2	\$ 72.05	\$ 144.10
EQ # 02114	2016 PAVING MACHINE WEILER P385B	HOURS	8	\$ 96.52	\$ 772.16
EQ # 00349	CB10 VIBRATORY COMPACTOR	HOURS	8	\$ 24.09	\$ 192.72
EQ # 69747	2019 FORD F-450 CREW CAB	HOURS	2	\$ 28.55	\$ 57.10
EQ # 00697	FUEL TRUCK	HOURS	4	\$ 40.19	\$ 160.76
PAVING	PICK UP TRUCKS	MILES	100	\$ 0.55	\$ 55.00
MAINT	PICK UP TRUCKS	MILES	200	\$ 0.55	\$ 110.00
	TOTAL				\$ 32,797.37
2	LABOR				
	MAN HOURS WITH EQUIPMENT	HOURS	322	\$ 30.00	\$ 9,660.00
MAINT	MANUAL LABOR	HOURS	60	\$ 30.00	\$ 1,800.00
PAVING	MAN HOURS FOR ASPHALT MACHINE	HOURS	30	\$ 30.00	\$ 900.00
	TOTAL				\$ 12,360.00
3	MATERIAL				
	BASE	YARDS	700	\$ 1.50	\$ 1,050.00
	WOODEN SURVEY STAKES	BUNDLES	4	\$ 12.00	\$ 48.00
	SOD - ROLLS	SQ YDS	300	\$ 1.60	\$ 480.00
	ASPHALT - BC723 1/2 PICKED UP	TONS	95	\$ 49.70	\$ 4,721.50
	TOTAL			\$ -	\$ 6,299.50
	TOTAL COST ESTIMATE			\$ -	\$ 51,456.87

Daphne East Elementary Walking Track



Baldwin County Highway Department





Baldwin County Commission

Agenda Action Form

File #: 21-0783, **Version:** 1

Item #: BN5

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Stacy Appleton, Design Tech III

ITEM TITLE

Resolution #2021-075 - Annexation and Transfer of a Portion of County Road 20 South to the City of Foley

STAFF RECOMMENDATION

Adopt Resolution #2021-075 authorizing annexation and transfer of responsibility for a portion of County Road 20 South (from South McKenzie Street (State Road 59) west approximately 660 feet to the end of County maintenance) to the City of Foley.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission funded the resurfacing of County Road 20 South, from South McKenzie Street (SR 59) west approximately 660 feet to the end of County maintenance, in the Fiscal Year 2021 Budget. The City of Foley has agreed to accept responsibility of this portion of County Road 20 upon completion of the resurfacing project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Yes

Reviewed/approved by: Brad Hicks, County Attorney (approved 4/12/21) - sga

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration Staff prepare Commission action correspondence, have resolution executed by Chairman and return to Seth Peterson, Highway Department.

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Michael Thompson, City Administrator
City of Foley
Post Office Box 1750
Foley, Alabama 36535

Additional instructions/notes: N/A

RESOLUTION NO. 2021-075

RESOLUTION OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, AUTHORIZING ANNEXATION AND TRANSFER OF RESPONSIBILITY FOR A PORTION OF COUNTY ROAD 20 SOUTH

WHEREAS, County Road 20 South from South McKenzie Street (SR-59) west approximately 660 feet to the end of County maintenance is a road or road segment inside or abutting the corporate limits of the City of Foley (herein the “Foley Road”); and

WHEREAS, the Foley Road includes all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, trails, sidewalks, etc.; and

WHEREAS, an accurate description of the Foley Road is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, those portions of the Foley Road that are not already the responsibility of the City of Foley have been County-maintained streets for a period of at least one (1) year prior to the effective date of this instrument; and

WHEREAS, the character and nature of the Foley Road varies, as certain portions are either (i) maintained by the City of Foley, (ii) bounded on both sides by the corporate limits of the City of Foley as a result of annexation of territory after July 7, 1995, (iii) bounded on one side by the corporate limits of Foley, or (iv) located within the City of Foley but responsibility is vested in the County; and

WHEREAS, in order to clarify and simplify the City of Foley’s assumption of responsibility for the Foley Road in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission is submitting its consent and petition to the City of Foley to annex the Foley Road and to assume the responsibility thereof; and

WHEREAS, the City of Foley desires to assume responsibility for the Foley Road, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits; and

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows:

Section 1. That the Baldwin County Commission hereby consents to and petitions for the annexation of the Foley Road by the City of Foley pursuant to *Code of Alabama*, §§11-49-80(c), and (d) and 11-42-20 to 24.

Section 2. To the extent that portions of the Foley Road, if any, are already located within the corporate limits of the City of Foley, but responsibility is vested in the County, the

Baldwin County Commission hereby consents to the assumption of responsibility of said portion or portions of the Foley Road by the City of Foley, pursuant to *Code of Alabama*, §11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Foley's assumption of responsibility for the Foley Road is in exchange for the County agreeing that it shall resurface, one time, County Road 20 South from South McKenzie Street (SR-59) west approximately 660 feet to the end of County maintenance with a minimum overlay of one and one-half inch (1.5"). The Baldwin County Commission and the City of Foley respectively acknowledge and agree that this one time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance. The Baldwin County Commission and the City of Foley agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of the roads described herein.

Section 3. If any part, section or subdivision of this resolution shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be construed to invalidate or impair the remaining provisions of this resolution, which shall continue in full force and effect notwithstanding such holding.

ADOPTED and **APPROVED** by the County Commission of Baldwin County, Alabama, on the _____ day of _____, 2021.

BALDWIN COUNTY COMMISSION

By: _____
JOE DAVIS, III
Its: Chairman

ATTEST:

WAYNE DYESS
County Administrator

EXHIBIT “A”

A part of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 8, Township 8 South, Range 4 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent to convey unto the City of Foley, Alabama, any and all right and title to the right-of-way owned and maintained by Baldwin County along County Road 20 South beginning at the west right-of-way line of South McKenzie Street, also known as State Route 59, running west approximately 660 feet to the end of maintenance. Including all improvements within the right-of-way such as, but not limited to the road, drainage structures, signs, trails, sidewalks, etc. Said right of way being quitclaimed is depicted on Subdivision Plats recorded in Slide 127-A and Slide 2122-E. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.

Subject to any reservations, restrictions, exceptions, and encumbrances as of record.

Legend

— 911 Roads

CR-20 S Resurfacing

County Maintained Roads

— Paved

— Unpaved

City Limits

Foley

HICKORY ST S

COUNTY RD 20 S

S MCKENZIE ST

S MCKENZIE ST

County to transfer the section of CR-20 S from S McKenzie St west approximately 660 feet to the end of County maintenance

Foley



CR-20 S Resurfacing Exhibit A

0 0.08 0.16 0.24 0.32 Miles





Baldwin County Commission

Agenda Action Form

File #: 21-0806, **Version:** 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Baldwin Regional Area Transit System (BRATS) Department - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the transfer of Jamie Adams from the part-time Bus Driver (PID #0024) grade 305 (\$14.328 per hour) to fill the open full-time Bus Driver (PID #513), with no change in hourly rate; and
- 2) Approve the employment of Candace Davenport to fill the open part-time Bus Driver position (PID #0025) at a grade 305 (\$13.910 per hour).

These actions will be effective no sooner than May 10, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: These positions were vacated due to the resignation of the previous employees. The Director of Transportation respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$50,778.52 - budgeted

Budget line item(s) to be used: 14351935.51130

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0807, **Version:** 3

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: Replacement

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

*Highway Department (Administration) - Employment of One (1) Custodian Position

STAFF RECOMMENDATION

Approve the employment of lessha Armstead to fill the open Custodian position (PID #2088) at a grade 303 (\$13.50 per hour / \$28,080.00 annually) to be effective no sooner than May 10, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Reason for replacement agenda item: Staff recommendation and financial impact section have been revised to correct the salary amount.

The Custodian position was vacated in March 2021. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$28,080.00 - budgeted

Budget line item(s) to be used: 11153100.51130

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0807, **Version:** 2

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: Replacement

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Administration) - Employment of One (1) Custodian Position

STAFF RECOMMENDATION

Approve the employment of lessha Armstead to fill the open Custodian position (PID #2088) at a grade 303 (\$13.50 per hour / \$28,080.00 annually) to be effective no sooner than May 10, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Reason for replacement agenda item: Staff recommendation has been revised to correct the salary amount. This item was replaced due to an incorrect salary amount originally listed.

The Custodian position was vacated in March 2021. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$26,249.60 - budgeted

Budget line item(s) to be used: 11153100.51130

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0807, **Version:** 1

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Administration) - Employment of One (1) Custodian Position

STAFF RECOMMENDATION

Approve the employment of lessha Armstead to fill the open Custodian position (PID #2088) at a grade 303 (\$12.62 per hour / \$26,249.60 annually) to be effective no sooner than May 10, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Custodian position was vacated in March 2021. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$26,249.60 - budgeted

Budget line item(s) to be used: 11153100.51130

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A**

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0808, **Version:** 1

Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Silverhill) - Employment of One (1) Operator Technician Trainee

STAFF RECOMMENDATION

Approve the employment of Jacob Daniels to fill the open Operator Technician Trainee position (PID #5490) at a grade 304 (\$13.250 per hour / \$27,560.00 annually) to be effective no sooner than May 10, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician Trainee position was vacated in November 2020, by promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$27,560.00 - budgeted

Budget line item(s) to be used: 11153112.51130

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A**

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0820, **Version:** 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Ron Cink, Budget Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Sales, Use, and License Tax Department - Employment of One (1) Revenue Clerk I Position

STAFF RECOMMENDATION

Approve the employment of Leigh Bedsole to fill the open Revenue Clerk I position (PID #5598) at a grade 306 (\$14.60 per hour / \$30,368.00 annually) to be effective no sooner than May 10, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: \$30,368.00 - budgeted

Background: The Revenue Clerk I position was newly created in March 2021. The Budget Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 10051750.51130

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A**

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0809, **Version:** 1

Item #: BQ5

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Terri Graham, Development and Environmental Director
Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Solid Waste Department (Collection Administration) - Employment of One (1) Billing Account Specialist I Position

STAFF RECOMMENDATION

Approve the employment of Megan Douty to fill the Billing Account Specialist I position (PID #598) at a grade 306 (\$14.60 per hour / \$30,368.00 annually) to be effective no sooner than May 10, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Billing Account Specialist I position was vacated in March 2021, due to the promotion of the previous employee. The Development and Environmental Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$30,368.00 - budgeted

Budget line item(s) to be used: 51154801.51130

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A**

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 21-0802, **Version:** 1

Item #: BR1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Linda Lee, Planner

Submitted by: Linda Lee, Planner

ITEM TITLE

Baldwin County Architectural Preservation Review Board - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Baldwin County Architectural Preservation Review Board, take the following actions:

- 1) Re-appoint Mr. Mac Walcott as a member for a five (5) year term, said term continuing from January 1, 2021, and expiring on January 1, 2026; and
- 2) Re-appoint Mr. Ken Niemeyer as a member for a five (5) year term, said term continuing from January 1, 2021, and expiring on January 1, 2026; and
- 3) Re-appoint Mr. Troy Strunk as a member for a five (5) year term, said term continuing from January 1, 2021, and expiring on January 1, 2026.

BACKGROUND INFORMATION

Previous Commission action/date: 02/06/2018 - last BCC appointment to board

Background: PART 1 - BACKGROUND ON BALDWIN COUNTY ARCHITECTURAL AND PRESERVATION REVIEW BOARD:

The Baldwin County Architectural and Preservation Review Board ("Board") is authorized to be established by Alabama (Baldwin County) Local Law commonly referred to as Act No. 80-497, as amended by Act No. 89-960 ("Act"), which is commonly referred to as the Local Law which established the Baldwin County Historic Development Commission.

Within this Act an "...architectural review board and a preservation district review board..." of five (5) members may be created by the Baldwin County Commission to "...approve or disapprove plans for buildings to be erected or renovated which are located or are to be located within the historic and preservation districts respectively and landscaping for the same..." further, "...[the] boards' authority shall extend only to the exterior of any building within the boundaries of such districts and the board shall have no authority to review the interior construction, renovation or style of any buildings within

such districts.”

The “historic and preservation districts,” commonly referred to as “historic districts” in unincorporated Baldwin County are as follows: Magnolia Springs Historic District, Point Clear/Battles Wharf Historic District, Montrose Historic District and Malbis Historic District.

The first appointments, by the Baldwin County Commission, to the Board date to January 1985, which may also be considered the date the Board was created by the Baldwin County Commission.

According to the Act, the five (5) member Board is composed of members selected (appointed) by the Baldwin County Commission, each, serving terms of five (5) years.

Pursuant to the Act, there are no required qualifications for nomination/appointment/service on this Board.

PART II - PROPOSED APPOINTMENTS:

As there are no qualifications for nomination/appointment/service on this Board, the nominees may be considered for selection/appointment for service on the Board.

Staff asserts that these re-appointments are at the discretion of the County Commission which can select/appoint such persons or appoint other citizens of their choice.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Send re-appointment letters to:

Mr. Mac Walcott
1 South Section Street
Fairhope, Alabama 36532

Mr. Ken Niemeyer
7 Fels Avenue
Fairhope, Alabama 36532

Mr. Troy Strunk
411 Rothley Avenue
Fairhope, Alabama 36532

cc: Mathew Brown
Linda Lee

Additional instructions/notes: Administration make corrections to address on Board list to match addresses listed on item.

BALDWIN COUNTY ARCHITECTURAL PRESERVATION REVIEW BOARD

General Board Information:

Appointed by Baldwin County Commission

Five (5) members

Term of each member is five (5) years

Statutory Authority - Section 12 of Act No. 80-497, as amended by Act No. 89-960

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Sted McCullough Post Office Box 6310 Gulf Shores, AL 36547	Re-appointed 02/06/2018 for a pro-rata reduced term continuing from 01/01/2018	5 years	01/01/2023
Mac Walcott 1 South School Street Fairhope, AL 36532 928-6041	Re-appointed 05/03/2016 term continuing from 01/01/2016	5 years	01/01/2021
Troy Strunk 411 Rothley Avenue Fairhope, AL 36532	Appointed 12/15/2015 to fill the place seat formerly held by Suzanne Winston term to commence 01/01/2016 12/15/2015 Thanked Suzanne Winston for her years of service upon the expiration of her term on 01/01/2016	5 years	01/01/2021
Mr. Harvey E. Jones, Jr. Post Office Box 499 Point Clear, AL 36564	Re-appointed 02/06/2018 for a pro-rata reduced term continuing from 01/01/2018	5 years	01/01/2023
Mr. Ken Niemeyer 7 Fels Avenue Fairhope, AL 36564	Re-appointed 05/03/2016 term continuing from 01/01/2016	5 years	01/01/2021

REVISED: 02/06/2018 met



Baldwin County Commission

Agenda Action Form

File #: 21-0813, **Version:** 1

Item #: BR2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Matthew Brown, Planning & Zoning Director

Submitted by: Ashley Campbell, Natural Resource Planner

ITEM TITLE

Resolution #2021-068 - Establishment of the Baldwin County Commission Environmental Advisory Committee (EAC) and Committee Member Appointment(s)

STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2021-068 which establishes the Baldwin County Environmental Advisory Committee (EAC) to replace the former Environmental Advisory Board (EAB) which ceased functioning in 2013; and
- 2) Related to the Baldwin County Commission Environmental Advisory Committee (EAC), appoint the following members:
 - a) Mr. Perry Lamb as a regular member (Commission District 1 Designee), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and
 - b) Mr. Jason Padgett as a regular member (Commission District 1 Designee), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and
 - c) Ms. Kim Burmeister as a regular member (Commission District 2 Designee), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and
 - d) Mr. Dick Sute as a regular member (Commission District 2 Designee), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and
 - e) Mr. Robert Davis as a regular member (Commission District 3 Designee), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and
 - f) Mr. Michael Johnson as a regular member (Commission District 3 Designee), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and
 - g) Mr. Tommy Cleverdon as a regular member (Commission District 4 Designee), for a three (3) year

term, said term commencing May 4, 2021, and expiring on May 4, 2024; and

h) Ms. Paige Felts as a regular member (Commission District 4 Designee), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and

i) Mr. Tim Mullek as a regular member (At-large appointment), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and

j) Mr. Brett Gaar as a regular member (At-large appointment), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and

k) Ms. Leslie Gahagan as a regular member (At-large appointment), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and

l) Mr. Phillip Hinesley as a regular member (At-large appointment), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024; and

m) Mr. Thomas Schmitz as a regular member (At-large appointment), for a three (3) year term, said term commencing May 4, 2021, and expiring on May 4, 2024.

BACKGROUND INFORMATION

Previous Commission action/date: 08/06/2013-Last BCC date when Environmental Advisory Board (EAB) board was updated.

Background: The Baldwin County Environmental Advisory Board was created by the Baldwin County Commission during May 18, 1993, regular meeting, and operates under By-laws approved during January 6, 1998, regular meeting, as amended and approved during the February 15, 2005, regular meeting. The EAB was never dissolved but it did cease functioning in 2013. The Baldwin County Commission requested the EAB be re-activated in the form of an advisory committee to provide policy advise on environmental matters.

The committee consists of no more than fifteen (15) members, of which two (2) members shall represent each of the four (4) Commission Districts, totaling eight (8) members representing Commission Districts. The remaining seven (7) members, if any, will serve as at-large appointments. Term of each member is three (3) years.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

Yes

Reviewed/approved by: Lauren Collinsworth

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Send Correspondence to:

Mr. Perry Lamb
54660 Highway 59
Stockton, Alabama 37579

Mr. Jason Padgett
25 Hand Avenue
Bay Minette, Alabama 36507

Ms. Kim Burmeister
14202-C County Road 3
Fairhope, Alabama 36532

Mr. Dick Sute
12425 Boone Lane
Fairhope, Alabama 36532

Mr. Robert Davis
17138 County Road 34 South
Summerdale, Alabama 36580

Mr. Michael Johnson
25250 Grigger Road
Robertsdale, Alabama 36567

Mr. Tim Mullek
19907 Adams Acres Road
Robertsdale, Alabama 36567

Mr. Tommy Cleverdon
14939 George Younce Road
Foley, Alabama 36535

Ms. Paige Felts
18896 County Road 10
Foley, Alabama 36535

Mr. Brett Gaar
193 River Route
Magnolia Springs, Alabama 36555

Ms. Leslie Gahagan
26174 County Road 20
Elberta, Alabama 36530

Mr. Phillip Hinesley
17742 Fancy Boulevard
Foley, Alabama 36535

Mr. Thomas Schmitz
9609 Soldiers Creek Drive
Lillian, Alabama 36549

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

***RESOLUTION #2021-068
OF THE
BALDWIN COUNTY COMMISSION***

**ESTABLISHING THE BALDWIN COUNTY ENVIRONMENTAL ADVISORY
COMMITTEE.**

WHEREAS, the Baldwin County Commission created an environmental task force, also known as the Baldwin County Environmental Advisory Board, during its May 18, 1993 regular meeting; and

WHEREAS, the purpose of the Baldwin County Environmental Advisory Board was to provide policy advice on environmental matters to the Baldwin County Commission; and

WHEREAS, the Environmental Advisory Board ceased functioning in 2013; and

WHEREAS, the Baldwin County Commission desires to establish an Environmental Advisory Committee to replace the Environmental Advisory Board; and

WHEREAS, the purpose of the Environmental Advisory Committee is to provide policy advice on environmental matters; and

WHEREAS, such committee shall operate and be governed in accordance with the following rules and regulations:

ARTICLE I. NAME

The name of this committee shall be the BALDWIN COUNTY ENVIRONMENTAL ADVISORY COMMITTEE.

ARTICLE II. MISSION

The mission of the BALDWIN COUNTY ENVIRONMENTAL ADVISORY COMMITTEE (the "Committee") shall be as follows:

Section 1. The Committee will provide policy advice on environmental matters to the Baldwin County Commission.

Section 2. The Committee may study such environmental issues as may be suggested by the County Commission, Committee members, and County staff.

ARTICLE III. DURATION

The Committee shall continue until dissolved by the Baldwin County Commission.

ARTICLE IV. MEMBERSHIP

Section 1. Members will be recommended by the Committee to the County Commission for its approval. Candidates for membership may be suggested by Commissioners or Committee members. Any person interested in environmental issues and willing to work toward the Committee's objectives shall be eligible for membership.

Section 2. The number of members shall be kept to no more than fifteen (15), of which two (2) members shall represent each Commission district, totaling eight (8) members representing Commission districts. The remaining seven (7) members, if any, will serve as at-large appointments. Such members shall keep their respective Commissioner informed of Committee activities.

Section 3. Members shall serve three-year terms, which may be renewed by the Commission, provided that the member has attended meetings regularly and served on assigned committees.

Section 4. Members may resign from the Committee, or, should a member fail to attend three consecutive meetings, the Committee will notify such member that it may terminate his or her membership. The County Commission will be notified of member termination and asked for a suggested replacement.

ARTICLE V. OFFICERS

Section 1. The officers shall be a Chairman, Vice-Chairman, and Secretary. These officers shall hold one-year terms and be eligible for re-election.

Section 2. The officers shall perform the duties outlined below:

- a. The Chairman shall preside over meetings, speak for the organization, and call special meetings; and
- b. The Vice-Chairman shall perform the Chairman's duties, in the absence of the Chairman; and
- c. The Secretary shall assist County staff in taking the minutes of Committee meetings, informing members of future meetings, and any other items as needed.

Section 3. Officers shall function as a management committee to decide meeting agendas and matters to be recommended to the membership, including new members and assignment of issues to sub-committees.

Section 4. Officers will be elected in the 1st quarter of each new calendar year by the members. The Chairman will appoint a member to nominate a slate of willing candidates, and nominations from the floor will be accepted.

Section 5. A County employee, or employees, will be assigned as contact, and will serve as the primary contact between the Baldwin County Commission and the Environmental Advisory Committee.

ARTICLE VI. MEETINGS

Section 1. Meetings shall comply with the Alabama Open Meetings Act codified as Section 36-25A-1, et seq., *Code of Alabama*, 1975.

Section 2. Regular, public meetings shall be held every other month, or more frequently as agreed by the Committee.

Section 3. A majority of the members serving on the Committee at the time shall constitute a quorum.

Section 4. An annual planning and organization meeting shall be held early each year, with adequate time allowed for detailed discussion of projects and issues.

Section 5. At a minimum of twice a year a Committee member or assigned County staff will attend a County Commission meeting to advise the Commission of its activities and seek approval for planned programs.

Section 6. Special meetings may be called by the Chairman or upon the request of at least five members.

Section 7. Members shall be notified in advance, normally in writing but in emergencies by telephone, of meeting times and agendas.

Section 8. If a quorum is present, the affirmative vote of a majority of the members present shall be sufficient to conduct business.

Section 9. The Commission shall be notified of all regularly scheduled meetings of the Committee.

ARTICLE VII. PARLIAMENTARY AUTHORITY

Robert's Rules of Order, Revised shall govern when applicable and when not inconsistent with this resolution.

ARTICLE VIII. COMMITTEES

The Chairman may appoint sub-committees to study issues and recommend solutions. Such sub-committees may request to draw upon County agencies or other resources as appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Baldwin County Commission, in regular session assembled, that for the benefit of the citizens of Baldwin County and to provide policy advice on environmental matters to the Baldwin County Commission, the Baldwin County Commission hereby approves the formation of the Baldwin County Environmental Advisory Committee on this ____ day of _____, 2021.

JOE DAVIS, III, Chairman
Baldwin County Commission

ATTEST:

WAYNE A. DYESS
County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0810, **Version:** 1

Item #: BR3

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Matthew Brown, Planning & Zoning Director

Submitted by: Ashley Campbell, Natural Resource Planner

ITEM TITLE

2020-2021 Municipal Separate Storm Sewer Systems (MS4) Annual Report

STAFF RECOMMENDATION

Authorize the County Commission Chairman to sign the Signatory Page for the 2020-2021 Municipal Separate Storm Sewer Systems (MS4) Annual Report.

BACKGROUND INFORMATION

Previous Commission action/date: May 19, 2020

Background: In accordance with its MS4 storm water permit, Baldwin County is required to submit an annual report which summarizes the County's activities of the previous year. The report includes a signatory page which must be signed by the County Commission Chairman. Staff therefore respectfully requests that the County Commission authorize the Chairman to sign the signatory page. A copy is attached for the convenience of the Commission.

The Annual Report is due to Alabama Department of Environmental Management (ADEM) no later than May 31, 2021. Copies of the entire report, including attachments, will be available at that time. A copy will also be posted on the Planning and Zoning Department web site.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: May 31, 2021

Individual(s) responsible for follow up: Commission Administration Office

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Forward MS4 Signatory Page to the Planning and Zoning Department after obtaining the signature of the County Commission Chairman.

Additional instructions/notes: Planning and Zoning Department - Complete the 2020-2021 MS4 Annual Report and send to ADEM, with a copy to Administration staff.

1. General Information

1.1. Signatory Requirements

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Joe Davis, III

Name

Commission Chairman

Title

Signature

Date

Address: Baldwin County Commission
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Phone: (251) 937-0264

Fax: (251) 580-2500



Baldwin County Commission

Agenda Action Form

File #: 21-0821, **Version:** 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Employee of the Quarter for 1st Quarter 2021

STAFF RECOMMENDATION

Present a certificate recognizing the following employee as Employee of the Quarter for the Baldwin County Commission:

Glen Todd Reed, Highway Department

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Mr. Reed was unable to attend the April 6, 2021, Employee of the Quarter ceremony. The goal of the Baldwin County Commission's Employee of the Quarter Program is to publicly recognize outstanding employees and acknowledge their accomplishments and contributions to the Baldwin County Commission as a whole. It also offers an opportunity for all employees within the County to recognize their peers for their exceptional job performance as well as offering the citizens an opportunity to recognize county employees who exhibit exceptional customer service. The Baldwin County Commission has implemented a program to recognize outstanding employees. Each quarter, an employee will be selected based on factors such as: significantly improving customer/employee service or increasing customer satisfaction, significantly improving work processes or increasing implemented procedure efficiency, taking initiative to reduce organizational barriers through activities such as mentoring, voluntarily assists in cross-functional teams, works to foster collaboration, communication, and cooperation among peers, management and staff, and performs at a level above and beyond normal job requirements.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A

Additional instructions/notes: N/A



BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA

EMPLOYEE OF THE QUARTER

We are what we repeatedly do. Excellence then, is not an act, but a habit.
-Aristotle

We Hereby Express Our Sincere Appreciation To

Glen Todd Reed
Highway Department

In Grateful Recognition
Of
Dedicated Public Service
For the period of
January to March, 2021

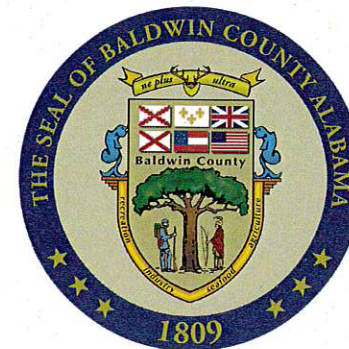
This the 6th Day of April in the year Two Thousand and Twenty-One.


Chairman Joseph L. Davis III


Commissioner Billie Jo Underwood


Vice Chairman James E. Ball


Commissioner Charles F. Gruber





Baldwin County Commission

Agenda Action Form

File #: 21-0784, **Version:** 1

Item #: CA2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Proclamation - Historic Preservation Month - May 2021

STAFF RECOMMENDATION

Adopt a Proclamation Proclaiming May 2021 as Historic Preservation Month in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: May is dedicated to National Preservation Month. Also known as Historic Preservation Month, the month celebrates the nation's heritage through historic places. Organizations across the country promote a variety of activities on the local, state, and national levels.

Not only are there places worth preserving, but the stories behind them are too. Everywhere we go, there is more to discover. Whether the story is found in archives or attics, peeling back the layers of time helps us to understand the past with each passing generation.

Mr. John Sledge, Architectural Historian, Mobile Historic Development Commission and Mr. Mike Bunn, President, Baldwin County Historic Development Commission will be in attendance to accept the proclamation.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

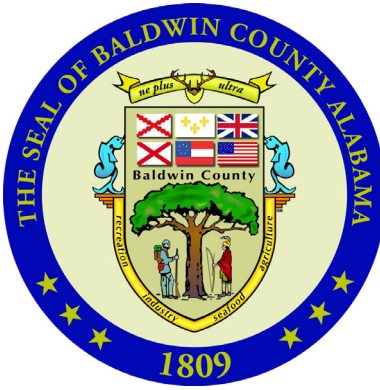
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Commission Administration print for presentation binder and obtain signatures.

Additional instructions/notes: N/A



PROCLAMATION

PROCLAIMING THE MONTH OF MAY 2021, AS “HISTORIC PRESERVATION MONTH” IN BALDWIN COUNTY, ALABAMA.

WHEREAS, May is dedicated to National Preservation Month. Also known as Historic Preservation Month, the month celebrates the nation’s heritage through historic places. Organizations across the country promote a variety of activities on the local, state, and national levels; and

WHEREAS, local historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability. Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as people; and

WHEREAS, historic preservation is supported by the Baldwin County Department of Archives and History, Baldwin County Historic Development Commission, and the State Historic Preservation Office; and

WHEREAS, the Baldwin County community continues to demonstrate its commitment to preservation, as it grows and develops, through ongoing historic surveys; the nomination of significant cultural resources to the Alabama and National Register of Historic Places; the protection of its traditional neighborhoods; the integration of historic elements with redevelopment; and the recognition, rehabilitation and restoration of historic properties; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the Baldwin County Commission hereby proclaims MAY 2021 as “Historic Preservation Month,” in Baldwin County, Alabama, and encourages the public to get excited about the history of your community, the places, the stories, and the people behind them. The public is also encouraged to visit local historic sites, homes and museums and find out about the rich heritage of the County.

IN WITNESS WHEREOF, we have hereunto set our Hands and caused the Seal of the County of Baldwin To be affixed at the County Seat in Bay Minette, Alabama, on this 4th day of May 2021.

Commissioner Joe Davis, III., Chairman

Commissioner James E. Ball

Commissioner Billie Jo Underwood

Commissioner Charles F. Gruber



Baldwin County Commission

Agenda Action Form

File #: 21-0791, **Version:** 1

Item #: CA3

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Michelle Howard, Commission Executive Assistant

ITEM TITLE

Proclamation - Mental Health Awareness Month - May 2021

STAFF RECOMMENDATION

Adopt a Proclamation proclaiming the month of May 2021, as "Mental Health Awareness Month" in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Jessica Walker, Special Projects and Grants Manager with the City of Fairhope, is working with a team from Leadership Baldwin County 2020-2021, to raise awareness of the mental health crisis in our communities. As part of this project, the Mental Health Team respectfully asks that the Commission consider adopting a proclamation recognizing May 2021 as Mental Health Awareness Month in Baldwin County.

Thanks to a relationship with the Jennifer Claire Moore Foundation, the community is aware now more than ever, that 1 in 5 youth ages 13-18 live with a mental health condition. More awareness community-wide can dramatically help early intervention efforts, and get youth the help they need when they need it. Work being done by the National Alliance on Mental Illness (NAMI) has enumerated that 1 in 25 adults experience serious mental illness in their lifetime. The numbers are staggering, and the stigma attached to mental health is damaging to residents who suffer from mental illness and can often make seeking care and assistance prohibitive.

The following will be present at the meeting to accept the Proclamation:

Brian Gulsby, Captain, Daphne Police Department

Jamie Day Montgomery, Public Relations and Content Manager for The Wharf

Meredith Portman, Owner, Portman Creative

Suntrease Williams-Maynard, Special Counsel, Adams and Reese, LLP, and Co-founder for the

nonprofit The Maynard 4 Foundation

Corey Martin, Fairhope City Councilman and Founder of the nonprofit Lampro Asteri Youth Development

Donald Burton, Trial Attorney, Mobile County Public Defender's Office

Jessica Walker, Special Projects and Grants Manager, City of Fairhope

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A

Additional instructions/notes: Administration - Please print 7 original Proclamations, have signed by the Chairman and place in presentation binders for presentation to representatives.



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING THE MONTH OF MAY 2021, AS "MENTAL HEALTH AWARENESS MONTH" IN BALDWIN COUNTY, ALABAMA.

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans face challenges in life that can impact their mental health; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen, share the burden of mental health problems, and has a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, the Baldwin County Commission commends the Leadership Baldwin County 2020-2021 Mental Health team to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health within Baldwin County, and the need for appropriate and accessible services for all people with mental health conditions; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that the month of May 2021, is hereby set aside as "Mental Health Awareness Month" in Baldwin County, Alabama, and the Baldwin County Commission joins the Leadership Baldwin 2020-2021 Mental Health Team in their collective efforts to participate in mental health awareness throughout Baldwin County.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the County of Baldwin to be affixed at the County Seat in Bay Minette, Alabama, on this the 4th day of May, 2021.

Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0796, **Version:** 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Payment of Bills

STAFF RECOMMENDATION

Pay bills totaling 15,040,443.28 (fifteen million, forty thousand, four hundred forty-three dollars and twenty-eight cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$11,276,492.82 (eleven million, two hundred seventy-six thousand, four hundred ninety-two dollars and eighty-two cents) was paid to the Baldwin County Board of Education and \$703,288.27 (seven hundred three thousand, two hundred eighty-eight dollars and twenty-seven cents) was paid to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):

N/A

Additional instructions/notes: N/A

A/P Vendors Exceeding \$20,000
Commission Meeting: May 04, 2021

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	9,339,651.65	Sales Tax
	1,936,841.17	Use Tax
Gulf Shores Bd. Of Education	563,202.42	Sales Tax
	140,085.85	Use Tax
Regions Bank Corp Trust	184,529.17	2020 Lease PBA; May 2021
Pope Contracting, Inc.	228,287.00	Contract Services; Hwy
Coastal Alabama Community College	192,282.69	Sales Tax
Tyler Technologies, Inc.	161,743.41	Support & Update Licensing
	21,700.00	Software Services
QCHC, Inc.	145,333.33	Medical; Sheriff's
	8,000.00	Medical; JDC
Solid Waste Fund	130,367.94	Tipping Fees Mar 2021
City of Daphne	112,592.39	School Resource Officers
Petroleum Traders Coproration	109,066.86	Fuel
McElhenney Construction	107,949.45	Contract Services; Hwy
City of Fairhope	106,383.69	School Resource Officers
City of Spanish Fort	89,145.28	School Resource Officers
City of Mobile Police Department	83,999.95	Led Policing Sensor Kits; Sheriff's
Baldwin Youruth Services	79,288.75	Sales Tax
City of Robertsdale	77,711.42	School Resource Officers
South Alabama Regional	48,666.00	2nd half Pro-Rata Share; FY 2020/21
	22,001.58	Temporary Labor
City of Bay Minette	61,885.65	School Resource Officers
North Baldwin Infirmary	51,159.92	Medical; Sheriff's
City of Foley	45,551.08	School Resource Officers
City of Orange Beach	44,700.96	School Resource Officers
Volkert, Inc.	29,538.70	Professional Services; Parks
	14,916.81	Professional Services; Hwy
Baldwin County Sheriff's	43,631.65	School Resource Officers
	659.75	Juvenile Meals; Mar 2021
District Attorney's Office	39,642.19	Sales Tax
Foley Hospital	37,800.15	Refund; Sales Tax
Stone Crosby, PC	37,665.27	Legal Services
Town of Elberta	35,299.68	School Resource Officers
Robert N. Graham, LLC	31,740.00	Leasel Brats Hub Fairhope
Baldwin County Economic Development Alliance	30,193.60	Sales Tax
Thompson Tractor Co	30,009.11	Repair and Maintenance
Creek Clean, LLC	26,800.00	Contract Services; Mar 2021
TOTAL	14,450,024.52	

Baldwin County Commission
Accounts Payable Payments
May 4, 2021

Vendor Summary		Totals
1	A & M PORTABLES INC	5,002.00
2	ADAMS AND REESE LLP	6,000.00
3	ADT SECURITY SERVICES INC	58.89
4	ADVANTAGE BUSINESS SOLUTIONS, INC.	371.00
5	AIRGAS USA LLC	1,070.85
6	AL STATE DEPT OF REVENUE	1.25
7	AL STATE DEPT OF TRANSPORTATION	1,715.66
8	ALABAMA ASSN OF EMERGENCY MANAGERS	1,400.00
9	ALABAMA COASTAL RADIOLOGY PC	655.51
10	ALABAMA LAW ENFORCEMENT AGENCY	15,420.00
11	ALABAMA MEDIA GROUP	1,642.14
12	ALABAMA PIPE & SUPPLY CO INC	17,441.60
13	ALABAMA PROBATE JUDGES ASSN	450.00
14	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	461.45
15	ANU K GARY	26.78
16	ASHBERRY LANDFILL LLC	76.00
17	ASSN OF ALABAMA TAX ADMINISTRATOR	400.00
18	AUTO ZONE - ROBERTSDALE	33.98
19	B&H PHOTO & ELECTRONICS CORP	1,148.05
20	BALDWIN CNTY BOARD OF EDUCATION	11,276,492.82
21	BALDWIN CNTY ECONOMIC DEVELOPMENT	30,193.60
23	BALDWIN CNTY PROBATE COURT	25.00
24	BALDWIN CNTY SHERIFF'S OFFICE	44,291.40
25	BALDWIN COUNTY VICTORY POLARIS LLC	376.97
26	BALDWIN LOCKSMITH LLC	265.00
27	BALDWIN TRACTOR & EQUIPMENT CO	651.80
28	BALDWIN YOUTH SERVICES	79,288.75
29	BALL BALL MATTHEWS & NOVAK, P.A.	1,295.00
30	BAY MINETTE BUILDING SUPPLY	750.89
31	BAY MINETTE LAND CO	1,000.00
32	BAY PEST CONTROL COMPANY INC.	880.50
33	BAY SIDE RUBBER & PRODUCTS	5,746.29
34	BAY UTILITY TRAILERS INC	200.00
35	BEARD EQUIPMENT - MOBILE	3,246.50
36	BEEBE'S PEST & TERMITE CONTROL	650.00
37	BENTLEY SYSTEMS INC	1,738.75
38	BLADE CONSTRUCTION, LLC	16,770.00
39	BRANDY BYRD	52.76
40	BRENDA WALZ	146.60
41	BUILDERS HARDWARE & SUPPLY CO.	919.40
42	C R PATE LOGGING, INC	14,006.01
43	CAMPBELL HARDWARE & SUPPLY CO	822.93
44	CAPITAL VOLVO TRUCK & TRAILER	1,687.22
45	CASCADE ENGINEERING INC	102.00
46	CDG ENGINEERS AND ASSOCIATES	7,772.22
47	CDW - GOVERNMENT, INC	3,889.74
48	CENTRAL BALDWIN CHAMBER OF COMMERCE INC.	275.00
49	CENTRAL RESTAURANT PRODUCTS	652.70

**Baldwin County Commission
Accounts Payable Payments
May 4, 2021**

Vendor Summary		Totals
50	CERTIFIED LABORATORIES DIVISION	3,280.00
51	CHARM-TEX INC	459.40
52	CHUCK STEVENS AUTO INC	2,255.88
53	CHUCK STEVENS CHEVROLET OF BAY MINETTE	1,043.42
54	CINTAS CORPORATION NO 2	5,657.87
55	CINTAS FIRST AID & SAFETY	112.01
56	CITY OF BAY MINETTE	61,885.65
57	CITY OF DAPHNE	112,592.39
58	CITY OF FAIRHOPE	106,383.69
59	CITY OF FOLEY	45,551.08
60	CITY OF MOBILE POLICE DEPARTMENT	83,999.95
61	CITY OF ORANGE BEACH	44,700.96
62	CITY OF ROBERTSDALE	77,711.42
63	CITY OF SPANISH FORT	89,145.28
64	COASTAL ALABAMA COMMUNITY COLLEGE	192,282.69
65	COASTAL BRT, LLC	5,350.00
66	COASTAL INDUSTRIAL SUPPLY	615.33
67	COCA COLA BOTTLING CO CONSOLIDATED	907.20
68	CORE COMPUTING SOLUTIONS INC	4,849.22
69	COWIN EQUIPMENT CO - MOBILE	151.40
70	CREEK CLEAN, LLC	26,800.00
71	CULLIGAN WATER SYSTEMS OF MOBILE	215.30
72	DADE PAPER & BAG CO	4,179.38
73	DALETHA J HART	20.00
74	DANNY'S HYDRAULICS	174.80
75	DARECATALOG.COM	1,894.25
76	DAVID B PIMPERL	1,955.00
77	DAVISON OIL COMPANY INC	2,586.22
78	DEANA SALYERS	41.44
79	DEANNA VICICH COX	2,100.00
80	DELTA COMPUTER SYSTEMS INC	15,139.00
81	DEWBERRY ENGINEERS INC	16,808.99
82	DISTRICT ATTORNEY'S OFFICE	39,642.19
83	EASTERN SHORE PHYSICAL THERAPY, INC.	610.00
84	ELANCO US, INC	1,777.84
85	EQUIPMENT SALES CO	4,476.44
86	EVANS & COMPANY	944.00
87	EXPRESS OIL CHANGE	47.17
88	EXPRESS OIL CHANGE - ROBERTSDALE	21.25
89	EXPRESS OIL CHANGE -DAPHNE	56.93
90	FEDEX	212.79
91	FLUID COMPONENTS INTERNATIONAL LLC	486.43
92	FOLEY HOSPITAL CORP	37,800.15
93	FORTILINE WATERWORKS INC	3,423.01
94	GALL'S LLC	1,448.00
95	GRAYBAR ELECTRIC CO INC - MOBILE	478.47
96	GSP MARKETING INC	2,938.11
97	GULF SHORES BOARD OF EDUCATION	703,288.27

Baldwin County Commission
Accounts Payable Payments
May 4, 2021

	Vendor Summary	Totals
98	HANDEL INFORMATION TECHNOLOGIES, INC.	9,315.00
99	HELEN WALTON	34.16
100	HIGHLAND TECHNICAL SERVICES INC	54.37
101	HOLLAND'S PAINT & BODY	4,607.10
102	HUNTER SECURITY INC	1,200.00
103	ID WHOLESALER	79.67
104	IMC-EMERGENCY PHYSICIANS	740.81
105	INCLUSION SOLUTIONS LLC	2,867.60
106	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	1,369.00
107	INFIRMARY OCCUPATIONAL HEALTH PC	315.00
108	JANI KING OF MOBILE	437.46
109	JAZZY CLEAN JANITORIAL	548.86
110	JODY L WISE	383.33
111	JOHN M WARREN CO	568.50
112	JOHNSON WELL DRILLING LLC	350.00
113	JOSEPH L DAVIS III	278.77
114	JUBILEE ACE HOME CENTER	45.99
115	KEITH MAP SERVICE	89.90
116	KENDEL HENDERSON	105.84
117	KENTWOOD SPRING WATER	72.87
118	KENWORTH OF MOBILE INC	718.57
119	KEYPORT WAREHOUSING, INC.	390.00
120	KIMBALL MIDWEST	198.75
121	KNOWINK, LLC	3,500.00
122	LABORATORY CORP OF AMERICA HOLDINGS	3,892.00
123	LARRY D FAISON	3,950.00
124	LISA S WILLIAMS	114.24
125	LORI G RUFFIN	203.50
126	LOWE'S - DAPHNE	2,180.56
127	LOWE'S - FOLEY	492.10
128	LYON'S SHARE FRAMING GALLERY	2,389.90
129	M-B COMPANIES	1,815.04
130	MCELHENNEY CONSTRUCTION CO LLC	107,949.45
131	McGRIFF TIRE CO INC	11,596.27
132	MCPHERSON OIL CO INC/DBA FUELMAN	2,807.09
133	MEDSTAR	720.00
134	MIKE HOFFMAN'S EQUIPMENT SERV INC	829.17
135	MOBILE ASPHALT CO LLC	12,811.54
136	MONICA S ENGLISH	5.94
137	MO'S TOWING, LLC	185.00
138	MOYER FORD SALES INC	364.75
139	MSC INDUSTRIAL DIRECT CO INC	429.12
140	MWI ANIMAL HEALTH	2,097.41
141	NAFECO	587.27
142	NATIONAL HURRICANE CONFERENCE	1,125.00
143	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	1,187.79
144	NORTH BALDWIN INFIRMARY	51,159.92
145	NOTARY PUBLIC UNDERWRITERS	91.00

**Baldwin County Commission
Accounts Payable Payments
May 4, 2021**

	Vendor Summary	Totals
146	NUTRIEN AG SOLUTIONS, INC.	2,904.25
147	OEC	446.08
148	OPC NEWS, LLC	1,002.16
149	O'REILLY AUTO PARTS	1,258.06
150	PAMELA M PUGH	30.80
151	PAM'S EMBROIDERY & SEWING	319.00
152	PEREGRINE SERVICES INC	11,329.03
153	PETROLEUM TRADERS CORPORATION	109,066.86
154	PITTMAN TRACTOR CO INC	7,250.00
155	PNC BANK	17,076.62
156	POPE CONTRACTING INC	228,287.00
157	POWER SYSTEMS OF MS	3,532.00
158	POWERPLAN	151.29
159	QCHC INC	153,333.33
160	RACINE'S FEED GARDEN & SUPPLY INC	840.00
161	REEBOK INTERNATIONAL INC	2,176.59
162	REGIONS BANK CORP TRUST	184,529.17
163	REHM ANIMAL CLINIC AT TIMBER RUM	498.24
164	ROBERT N GRAHAM LLC	31,740.00
165	ROBERTSDALE AUTO PARTS INC	1,433.38
166	ROBERTSDALE POWER EQUIPMENT	2,828.99
167	SAIN ASSOCIATES INC	7,956.06
168	SDAC	15,964.86
169	SECTION 18 BRAT'S	1,415.88
170	SHANNON J HARVEY	114.24
171	SHARP ELECTRONICS CORPORATION	1,861.72
172	SHARPS MD OF ALABAMA	720.00
173	SHORELINE ENVIRONMENTAL INC	90.00
174	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	158.49
175	SOFTWARE HOUSE INT dba SHI	2,228.80
176	SOLID WASTE FUND	130,367.94
177	SONIA HICKS	559.24
178	SOUNDWORKS, INC	1,770.00
179	SOUTH ALABAMA REGIONAL	70,667.58
180	SOUTH ALABAMA REGIONAL PLANNING COMM	466.06
181	SOUTHDATA INC	9,441.29
182	SOUTHERN CHEVROLET-OLDS-GEO	1,576.68
183	SOUTHERN FIRE & SAFETY INC	1,694.25
184	SOUTHERN POLICE EQUIPMENT CO	2,836.12
185	SOUTHERN TIRE MART	3,215.00
186	SOUTHERNCARLSON SYSTEMS	586.98
187	STAPLES CONTRACT & COMMERCIAL INC	10,889.82
188	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	1,750.00
189	STOCKTON EQUIPMENT CO	344.50
190	STONE CROSBY PC	37,665.27
191	SUNSOUTH LLC	887.69
192	SUSAN ALLEN	15.01
193	SWEAT TIRE - BAY MINETTE	92.68

**Baldwin County Commission
Accounts Payable Payments
May 4, 2021**

	Vendor Summary	Totals
194	SWEAT TIRE - ROBERTSDALE	403.36
195	SYNERGY TELCOM INC	270.00
196	TEAM BG & ASSOCIATES	537.60
197	TERMINIX SERVICE	657.30
198	THE PRINT SHOP	604.00
199	THOMAS CHRISTOPHER ELLIOTT	715.24
200	THOMPSON ENGINEERING	3,447.32
201	THOMPSON TRACTOR CO	30,009.11
202	TIMOTHY J WARRINER	1,701.00
203	TONY'S TOWING INC	1,462.50
204	TOWN OF ELBERTA	35,299.68
205	TOWN OF LOXLEY	9,035.46
206	TOWN OF SILVERHILL	12,959.30
207	TOWN OF SUMMERDALE	7,018.04
208	TRANE-MOBILE PARTS CENTER	2,237.57
209	TRUCK EQUIPMENT SALES INC	14,555.99
210	TSA INC	6,134.28
211	TWO-WAY COMMUNICATIONS INC	6,083.33
212	TYLER TECHNOLOGIES, INC.	183,443.41
213	ULINE INC	4,569.34
214	UNITED STATES GEOLOGICAL SURVEY	11,800.00
215	UNIVERSAL ENVIRONMENTAL SERVICES LLC	45.00
216	USA HEALTH ANESTHESIA BILLING SERVICES, LLC	1,033.90
217	USA HEALTH PHYSICIAN	53.30
218	VAN SCOYOC ASSOCIATES	9,500.00
219	VIA MOBILITY, LLC	16,500.00
220	VICTORIA KEY	77.95
221	VOLKERT INC	44,455.51
222	VULCAN MATERIALS CO	13,825.30
223	W H THOMAS OIL CO INC	7,560.56
224	W W GRAINGER	16,488.54
225	WALTER CRAIG, LLC	289.26
226	WARRINER CONSTRUCTION	7,000.00
227	WESCO - FOLEY	260.65
228	WESCO RECEIVABLES CORP	850.98
229	WESTRIDGE PROFESSIONAL SERVICES	16,625.00
230	WHAREHOUSE LLC	2,175.00
231	WILLIAMS SCOTSMAN INC	6,294.64
232	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	2,370.00
233	WOOD FRUITTICHER GROCERY CO INC	605.21
234	WRIGHTS MOTOR PARTS INC	18.95
235	ZACHARY SALTER	133.80
236	ZACK LONG	2,646.00
	Grand Total	15,040,443.28

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 472			NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
123781	00000 REGIONS BANK COR	6481		M050421A	184,529.17	.00	.00 9205784
		2020 LEASE; MAY '21					
CASH 999	2021/07	INV 04/26/2021	SEP-CHK: N	DISC: .00		30410304 56211	184,529.17 1099:
ACCT 10010	DEPT 51700	DUE 05/04/2021	DESC:2020 LEASE	PBA; MAY 2021			
1 APPROVED PAID INVOICES			TOTAL		184,529.17		
1 INVOICE(S)			REPORT POST TOTAL		184,529.17		

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 473		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14116	00000 BALDWIN CNTY BOA	6477 4262021		BE050421	11,276,492.82	.00	.00	9205785
CASH 999	2021/07	INV 04/26/2021	SEP-CHK: N	DISC: .00		100 23100	9,339,651.65	1099:
ACCT 10010	DEPT 51700	DUE 05/04/2021	DESC:SALES/USE	TAX		100 23101	1,936,841.17	1099:
1 APPROVED PAID INVOICES		TOTAL		11,276,492.82				
1 INVOICE(S)		REPORT POST TOTAL		11,276,492.82				

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 476			NEW INVOICES				
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES							
191392 00000 GULF SHORES BOAR	6478 4262021		GS050421	703,288.27	.00	.00	9205786
CASH 999	2021/07	INV 04/26/2021	SEP-CHK: N	DISC: .00	100 23110	563,202.42	1099:
ACCT 10010	DEPT 51700	DUE 05/04/2021	DESC:SALES/USE TAX		100 23111	140,085.85	1099:
1 APPROVED PAID INVOICES			TOTAL	703,288.27			
1 INVOICE(S)			REPORT POST TOTAL	703,288.27			

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-May 04, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
10448	A & M PORTABLES INC	4082021	5814	4,212.00
10448	A & M PORTABLES INC	247,636,638,639,644	5815	525.00
10448	A & M PORTABLES INC	247629	6022	150.00
10448	A & M PORTABLES INC	247637	6117	115.00
157294	ADAMS AND REESE LLP	1121321	5874	6,000.00
10432	ADT SECURITY SERVICES INC	842157067	6116	58.89
192689	ADVANTAGE BUSINESS SOLUTIONS, INC.	8936	5978	371.00
148734	AIRGAS USA LLC	9978654517	5884	616.85
148734	AIRGAS USA LLC	9978675130	5852	388.99
148734	AIRGAS USA LLC	9978667305	5853	65.01
54317	AL STATE DEPT OF REVENUE	4132021	6261	1.25
100474	AL STATE DEPT OF TRANSPORTATION	SWA009330	6161	1,715.66
141903	ALABAMA ASSN OF EMERGENCY MANAGERS	AAEM CONF; 2021	6212	1,400.00
181921	ALABAMA COASTAL RADIOLOGY PC	1132021; RPC50680	6197	81.10
181921	ALABAMA COASTAL RADIOLOGY PC	1152021	6198	95.62
181921	ALABAMA COASTAL RADIOLOGY PC	1152021; RPC389652	6199	182.16
181921	ALABAMA COASTAL RADIOLOGY PC	1172021	6200	144.93
181921	ALABAMA COASTAL RADIOLOGY PC	1272021	6201	40.55
181921	ALABAMA COASTAL RADIOLOGY PC	2212021	6202	91.90
181921	ALABAMA COASTAL RADIOLOGY PC	3122021	6203	19.25
10007	ALABAMA LAW ENFORCEMENT AGENCY	ALEA21000741	5988	6,210.00
10007	ALABAMA LAW ENFORCEMENT AGENCY	ALEA21000071	5984	8,910.00
10007	ALABAMA LAW ENFORCEMENT AGENCY	ALEA21001318	5986	300.00
40033	ALABAMA MEDIA GROUP	2032950; MAR 2021	6026	1,642.14
83660	ALABAMA PIPE & SUPPLY CO INC	86233	5789	13,671.20
83660	ALABAMA PIPE & SUPPLY CO INC	86234	5790	3,770.40
1883	ALABAMA PROBATE JUDGES ASSN	SUMMER CONF; 2021	6006	450.00
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	12188	6334	461.45
116847	ANU K GARY	4082021	6270	26.78
180302	ASHBERRY LANDFILL LLC	117818	6307	76.00
85534	ASSN OF ALABAMA TAX ADMINISTRATOR	FAUST; AATA 2021 SC	6009	400.00
185252	AUTO ZONE - ROBERTSDALE	595087119	6361	19.99
185252	AUTO ZONE - ROBERTSDALE	595091700	6362	13.99
163096	B&H PHOTO & ELECTRONICS CORP	886197361	6275	175.00
163096	B&H PHOTO & ELECTRONICS CORP	886175221	6277	148.39
163096	B&H PHOTO & ELECTRONICS CORP	187319183	6027	175.88
163096	B&H PHOTO & ELECTRONICS CORP	186735617,981,196,16	6023	253.52
163096	B&H PHOTO & ELECTRONICS CORP	187235473	6025	119.98
163096	B&H PHOTO & ELECTRONICS CORP	187169603	5791	275.28
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	4262021	6463	30,193.60
148777	BALDWIN CNTY PROBATE COURT	BRYNN AMEY; 2021	5871	25.00
136611	BALDWIN CNTY SHERIFF'S OFFICE	SRO; 9/28-12/20/20	6182	43,631.65
136611	BALDWIN CNTY SHERIFF'S OFFICE	4810	6213	659.75
183058	BALDWIN COUNTY VICTORY POLARIS LLC	11242020	6440	120.00
183058	BALDWIN COUNTY VICTORY POLARIS LLC	73	6131	256.97
14534	BALDWIN LOCKSMITH LLC	22109	6278	265.00
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-42428	5882	47.90
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-42296	5883	26.59
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-42287	5848	577.31
14132	BALDWIN YOUTH SERVICES	4262021	6462	79,288.75
192053	BALL BALL MATTHEWS & NOVAK, P.A.	100358	5997	1,295.00

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14029	BAY MINETTE BUILDING SUPPLY	2099386	5858	320.91
14029	BAY MINETTE BUILDING SUPPLY	APR 2021 OP	6279	429.98
150287	BAY MINETTE LAND CO	May-21	6231	1,000.00
191016	BAY PEST CONTROL COMPANY INC.	4052021	6257	880.50
54050	BAY SIDE RUBBER & PRODUCTS	7861	6310	160.49
54050	BAY SIDE RUBBER & PRODUCTS	7855	6314	3,500.00
54050	BAY SIDE RUBBER & PRODUCTS	7863	6308	472.50
54050	BAY SIDE RUBBER & PRODUCTS	7720	5849	690.00
54050	BAY SIDE RUBBER & PRODUCTS	7726	5845	653.30
54050	BAY SIDE RUBBER & PRODUCTS	7732	5846	270.00
103114	BAY UTILITY TRAILERS INC	36863	6274	200.00
185645	BEARD EQUIPMENT - MOBILE	1403453	5956	161.40
185645	BEARD EQUIPMENT - MOBILE	1403455	5958	456.62
185645	BEARD EQUIPMENT - MOBILE	1403460	5959	305.80
185645	BEARD EQUIPMENT - MOBILE	1403466	5960	271.04
185645	BEARD EQUIPMENT - MOBILE	1398295	5961	1,377.39
185645	BEARD EQUIPMENT - MOBILE	1398299	5962	674.25
78721	BEEBE'S PEST & TERMITE CONTROL	18969; 2021	6010	300.00
78721	BEEBE'S PEST & TERMITE CONTROL	37982; 2021	6196	350.00
138561	BENTLEY SYSTEMS INC	48185750	6380	1,738.75
185203	BLADE CONSTRUCTION, LLC	219-01	5973	8,225.00
185203	BLADE CONSTRUCTION, LLC	218-01	5974	8,545.00
175548	BRANDY BYRD	3312021	6263	52.76
118519	BRENDA WALZ	4092021	6288	49.78
118519	BRENDA WALZ	4012020	6290	96.82
14011	BUILDERS HARDWARE & SUPPLY CO.	APR 2021 OP	6293	763.55
14011	BUILDERS HARDWARE & SUPPLY CO.	177990	5977	137.17
14011	BUILDERS HARDWARE & SUPPLY CO.	178021	5979	18.68
189926	C R PATE LOGGING, INC	6015	6291	14,006.01
19009	CAMPBELL HARDWARE & SUPPLY CO	241764	5887	800.00
19009	CAMPBELL HARDWARE & SUPPLY CO	240957	5821	22.93
180153	CAPITAL VOLVO TRUCK & TRAILER	3338725	5885	909.00
180153	CAPITAL VOLVO TRUCK & TRAILER	3338639	5913	269.37
180153	CAPITAL VOLVO TRUCK & TRAILER	3339004	6032	508.85
183314	CASCADE ENGINEERING INC	30526268	5797	102.00
107511	CDG ENGINEERS AND ASSOCIATES	#1; PROJ#R079321036	5860	5,025.00
107511	CDG ENGINEERS AND ASSOCIATES	#3; PROJ#R079320580	5867	2,747.22
102875	CDW - GOVERNMENT, INC	B419312	5831	53.95
102875	CDW - GOVERNMENT, INC	B428288	5832	36.56
102875	CDW - GOVERNMENT, INC	B428412	5833	73.12
102875	CDW - GOVERNMENT, INC	B429779	5834	957.50
102875	CDW - GOVERNMENT, INC	B273241	5792	157.18
102875	CDW - GOVERNMENT, INC	B185508	5793	73.47
102875	CDW - GOVERNMENT, INC	B216722	5794	70.68
102875	CDW - GOVERNMENT, INC	b603314	6028	2,274.34
102875	CDW - GOVERNMENT, INC	b556080	6029	75.50
102875	CDW - GOVERNMENT, INC	B449641	6030	117.44
27733	CENTRAL BALDWIN CHAMBER OF COMMERCE INC.	4132021	5864	275.00
78799	CENTRAL RESTAURANT PRODUCTS	11914863	5886	652.70
180354	CERTIFIED LABORATORIES DIVISION	7330949	6033	3,280.00
116898	CHARM-TEX INC	247071-IN	6286	274.50

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116898	CHARM-TEX INC	245470-IN	6282	184.90
94060	CHUCK STEVENS AUTO INC	188699	6335	65.29
94060	CHUCK STEVENS AUTO INC	188670	6336	67.28
94060	CHUCK STEVENS AUTO INC	622489	6337	176.57
94060	CHUCK STEVENS AUTO INC	622516	6338	98.75
94060	CHUCK STEVENS AUTO INC	621968	6378	1,018.21
94060	CHUCK STEVENS AUTO INC	376865	5981	361.40
94060	CHUCK STEVENS AUTO INC	188739	5944	468.38
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	635305	5982	691.39
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	635324	6339	352.03
187695	CINTAS CORPORATION NO 2	P#16145862 MAR 2021	6396	224.40
187695	CINTAS CORPORATION NO 2	P#16145929 MAR 2021	6391	64.75
187695	CINTAS CORPORATION NO 2	P#16145949 MAR 2021	6377	117.72
187695	CINTAS CORPORATION NO 2	P#16127556 MAR 2021	6266	57.81
187695	CINTAS CORPORATION NO 2	P#16145794 MAR 2021	6216	128.95
187695	CINTAS CORPORATION NO 2	P#16146151 MAR 2021	5957	290.20
187695	CINTAS CORPORATION NO 2	P#16146176 MAR 2021	5925	659.06
187695	CINTAS CORPORATION NO 2	P#16145798 MAR 2021	5926	61.36
187695	CINTAS CORPORATION NO 2	P#16145758 MAR 2021	5927	369.28
187695	CINTAS CORPORATION NO 2	P#16145846 MAR 2021	5928	1,177.13
187695	CINTAS CORPORATION NO 2	P#16145956 MAR 2021	5930	182.89
187695	CINTAS CORPORATION NO 2	P#16145998 MAR 2021	5932	74.00
187695	CINTAS CORPORATION NO 2	P#16146100 MAR 2021	5933	198.00
187695	CINTAS CORPORATION NO 2	P#16145936 MAR 2021	5934	478.34
187695	CINTAS CORPORATION NO 2	P#16146004 MAR 2021	5935	13.16
187695	CINTAS CORPORATION NO 2	P#16145857 MAR 2021	5936	110.91
187695	CINTAS CORPORATION NO 2	P#16145903 MAR 2021	5937	110.43
187695	CINTAS CORPORATION NO 2	P#16145917 MAR 2021	5938	378.93
187695	CINTAS CORPORATION NO 2	P#16146125 MAR 2021	5939	154.17
187695	CINTAS CORPORATION NO 2	P#16127556 FEB 2021	5857	46.31
187695	CINTAS CORPORATION NO 2	P#16145825 MAR 2021	5992	279.57
187695	CINTAS CORPORATION NO 2	P#16145955 MAR 2021	6107	480.50
105435	CINTAS FIRST AID & SAFETY	5058843826	6238	76.60
105435	CINTAS FIRST AID & SAFETY	5059129523	6298	17.12
105435	CINTAS FIRST AID & SAFETY	5059129561	6300	18.29
19244	CITY OF BAY MINETTE	SRO; 10/1-12/31/20	6183	61,885.65
19267	CITY OF DAPHNE	SRO; 10/1-12/31/20	6184	112,592.39
120846	CITY OF FAIRHOPE	SRO; 10/1-12/31/20	6185	106,383.69
19049	CITY OF FOLEY	SRO; 10/1-12/31/20	6186	45,551.08
192178	CITY OF MOBILE POLICE DEPARTMENT	3032021; BCSO-ILP	6461	83,999.95
19295	CITY OF ORANGE BEACH	SRO; 10/1-12/31/20 E	6187	15,416.07
19295	CITY OF ORANGE BEACH	SRO; 10/1-12/31/20 H	6188	15,475.92
19295	CITY OF ORANGE BEACH	SRO; 10/1-12/31/20 M	6189	13,808.97
122500	CITY OF ROBERTSDALE	SRO; 10/1-12/31/20	6191	77,711.42
27671	CITY OF SPANISH FORT	SRO; 10/1-12/31/20	6194	89,145.28
25040	COASTAL ALABAMA COMMUNITY COLLEGE	4262021	6464	192,282.69
192695	COASTAL BRT, LLC	338	6013	5,350.00
182244	COASTAL INDUSTRIAL SUPPLY	52016	5795	615.33
97682	COCA COLA BOTTLING CO CONSOLIDATED	19254208921	5796	907.20
159767	CORE COMPUTING SOLUTIONS INC	INV-004267	6218	4,849.22
19039	COWIN EQUIPMENT CO - MOBILE	PSR005749-1	5954	(16.23)

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19039	COWIN EQUIPMENT CO - MOBILE	PSO122497-1	5985	167.63
192569	CREEK CLEAN, LLC	1408	6224	26,800.00
86609	CULLIGAN WATER SYSTEMS OF MOBILE	20212511-	6319	215.30
115852	DADE PAPER & BAG CO	14980198	6296	135.56
115852	DADE PAPER & BAG CO	14969884	5888	54.52
115852	DADE PAPER & BAG CO	14964486	5798	474.00
115852	DADE PAPER & BAG CO	14961606	5799	237.00
115852	DADE PAPER & BAG CO	14959521	5800	711.00
115852	DADE PAPER & BAG CO	14979169	6038	66.40
115852	DADE PAPER & BAG CO	14964473	6043	34.88
115852	DADE PAPER & BAG CO	14974029	6040	2,011.80
115852	DADE PAPER & BAG CO	14972009	6046	158.04
115852	DADE PAPER & BAG CO	14971814/1817	6048	167.02
115852	DADE PAPER & BAG CO	14961678	6050	59.34
115852	DADE PAPER & BAG CO	CR831523	6118	(153.96)
115852	DADE PAPER & BAG CO	14959515	6120	223.78
118412	DALETHA J HART	4072021	6268	20.00
64821	DANNY'S HYDRAULICS	14059A	6341	174.80
191799	DARECATALOG.COM	137847	6340	1,894.25
187807	DAVID B PIMPERL	22104	6313	680.00
187807	DAVID B PIMPERL	22103	6132	1,275.00
21179	DAVISON OIL COMPANY INC	468732-IN	6133	266.52
21179	DAVISON OIL COMPANY INC	468317-IN	6134	2,319.70
87441	DEANA SALYERS	4142021	6281	41.44
180834	DEANNA VICICH COX	4162021	6328	750.00
180834	DEANNA VICICH COX	4212021	6329	1,350.00
21252	DELTA COMPUTER SYSTEMS INC	4212021	6316	15,139.00
185685	DEWBERRY ENGINEERS INC	1948779	6164	238.99
185685	DEWBERRY ENGINEERS INC	1948780	6082	16,570.00
21127	DISTRICT ATTORNEY'S OFFICE	4262021	6465	39,642.19
191997	EASTERN SHORE PHYSICAL THERAPY, INC.	3222021	6232	270.00
191997	EASTERN SHORE PHYSICAL THERAPY, INC.	3292021	6233	170.00
191997	EASTERN SHORE PHYSICAL THERAPY, INC.	3312021	6234	170.00
192919	ELANCO US, INC	6000272106	6299	1,777.84
25048	EQUIPMENT SALES CO	40581	6295	26.80
25048	EQUIPMENT SALES CO	40489	6114	313.00
25048	EQUIPMENT SALES CO	40436	5847	2,359.04
25048	EQUIPMENT SALES CO	40435	5880	1,777.60
43932	EVANS & COMPANY	144630	5879	410.00
43932	EVANS & COMPANY	144757	6113	534.00
94932	EXPRESS OIL CHANGE	1903-3108988	6055	47.17
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904-117925	6302	21.25
109073	EXPRESS OIL CHANGE -DAPHNE	1901-866041	6052	56.93
41646	FEDEX	7-331-58227; 4506-4	6014	22.20
41646	FEDEX	7-332-10898; 2407-7	6015	75.14
41646	FEDEX	7-338-74542; 7393-2	6016	31.90
41646	FEDEX	7-339-63382; 2407-7	6167	83.55
1884	FLUID COMPONENTS INTERNATIONAL LLC	1138331	6158	486.43
191808	FOLEY HOSPITAL CORP	2915; 4/21/21	6214	37,800.15
188064	FORTILINE WATERWORKS INC	5262366	5801	3,423.01
27263	GALL'S LLC	BC1320418	5850	596.00

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27263	GALL'S LLC	BC1111459-1	5851	237.00
27263	GALL'S LLC	BC1329571	5854	44.00
27263	GALL'S LLC	BC1337304	6108	57.00
27263	GALL'S LLC	BC1337352	6110	136.00
27263	GALL'S LLC	BC1338307	6303	110.00
27263	GALL'S LLC	BC1338188	6306	57.00
27263	GALL'S LLC	BC1338375	6301	211.00
27012	GRAYBAR ELECTRIC CO INC - MOBILE	9320997511-4152	6057	278.47
27012	GRAYBAR ELECTRIC CO INC - MOBILE	9321065469	6059	200.00
189486	GSP MARKETING INC	P24080	6159	1,422.62
189486	GSP MARKETING INC	p24057	5976	1,515.49
1854	HANDEL INFORMATION TECHNOLOGIES, INC.	14394	6018	9,315.00
184040	HELEN WALTON	3302021	6284	34.16
185989	HIGHLAND TECHNICAL SERVICES INC	138135	5865	54.37
185351	HOLLAND'S PAINT & BODY	6042	6285	2,014.60
185351	HOLLAND'S PAINT & BODY	6084	6287	2,592.50
32419	HUNTER SECURITY INC	822352	5823	100.00
32419	HUNTER SECURITY INC	825885	5824	900.00
32419	HUNTER SECURITY INC	2828942	5889	200.00
118463	ID WHOLESALER	INV6569415	5802	79.67
190029	IMC-EMERGENCY PHYSICIANS	6132020	6206	121.02
190029	IMC-EMERGENCY PHYSICIANS	1272019	6168	71.20
190029	IMC-EMERGENCY PHYSICIANS	8162020	6169	184.74
190029	IMC-EMERGENCY PHYSICIANS	8192020	6170	292.65
190029	IMC-EMERGENCY PHYSICIANS	3242021	6171	71.20
176031	INCLUSION SOLUTIONS LLC	141625	5861	2,867.60
139782	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	C49839A	6019	1,369.00
99320	INFIRMARY OCCUPATIONAL HEALTH PC	328735	6325	315.00
87767	JANI KING OF MOBILE	MOB03210184	6321	133.67
87767	JANI KING OF MOBILE	MOB03210185	6322	303.79
143271	JAZZY CLEAN JANITORIAL	7448	6323	548.86
111974	JODY L WISE	Apr-21	6229	383.33
66018	JOHN M WARREN CO	314921-IN	5987	568.50
132425	JOHNSON WELL DRILLING LLC	2784	6255	350.00
189627	JOSEPH L DAVIS III	3302021	6264	278.77
36251	JUBILEE ACE HOME CENTER	384620	6365	13.28
36251	JUBILEE ACE HOME CENTER	385710	6366	16.30
36251	JUBILEE ACE HOME CENTER	385781	6368	8.26
36251	JUBILEE ACE HOME CENTER	385935	6369	8.15
39007	KEITH MAP SERVICE	172809	5803	89.90
183951	KENDEL HENDERSON	4092021	6271	105.84
39466	KENTWOOD SPRING WATER	6771609 040821	6324	47.15
39466	KENTWOOD SPRING WATER	14021284-040921	5820	25.72
95783	KENWORTH OF MOBILE INC	430480362	6135	123.57
95783	KENWORTH OF MOBILE INC	440421752	6136	595.00
192791	KEYPORT WAREHOUSING, INC.	81181	6020	390.00
158107	KIMBALL MIDWEST	8768420	6342	198.75
187401	KNOWINK, LLC	7363	6021	3,500.00
127597	LABORATORY CORP OF AMERICA HOLDINGS	3052021; 8303/8308	6235	1,360.00
127597	LABORATORY CORP OF AMERICA HOLDINGS	3092021	6204	125.00
127597	LABORATORY CORP OF AMERICA HOLDINGS	3092021; 36023965	6205	2,407.00

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25200	LARRY D FAISON	4022021	6024	3,950.00
187742	LISA S WILLIAMS	3122021	6294	114.24
181809	LORI G RUFFIN	412,413,420	6327	203.50
136872	LOWE'S - DAPHNE	96470/96471	6343	595.76
136872	LOWE'S - DAPHNE	3845	6344	123.50
136872	LOWE'S - DAPHNE	3844	6345	137.10
136872	LOWE'S - DAPHNE	1040	5989	1,324.20
87716	LOWE'S - FOLEY	40581	6346	293.10
87716	LOWE'S - FOLEY	24348	6347	199.00
54691	LYON'S SHARE FRAMING GALLERY	20001408	6304	2,389.90
143247	M-B COMPANIES	255061	5993	1,815.04
185518	MCELHENNEY CONSTRUCTION CO LLC	#1; HW21097000	6162	107,949.45
149690	McGRIFF TIRE CO INC	4870021992	5837	225.00
149690	McGRIFF TIRE CO INC	4870021788	5838	1,156.64
149690	McGRIFF TIRE CO INC	4870022369	5881	6,352.95
149690	McGRIFF TIRE CO INC	4870019996	6236	3,604.85
149690	McGRIFF TIRE CO INC	4870022826	6237	256.83
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP59918687	6367	1,094.44
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP59940284	6373	1,712.65
186268	MEDSTAR	935517	6209	720.00
106219	MIKE HOFFMAN'S EQUIPMENT SERV INC	475160	6309	829.17
192710	MO'S TOWING, LLC	20-03774	6356	185.00
40589	MOBILE ASPHALT CO LLC	14933-CR	6332	(313.20)
40589	MOBILE ASPHALT CO LLC	15312	6331	758.45
40589	MOBILE ASPHALT CO LLC	15244	5914	251.59
40589	MOBILE ASPHALT CO LLC	15265	5915	392.49
40589	MOBILE ASPHALT CO LLC	15267	5916	234.96
40589	MOBILE ASPHALT CO LLC	15266	5917	160.63
40589	MOBILE ASPHALT CO LLC	15125	5804	1,293.37
40589	MOBILE ASPHALT CO LLC	15165	5825	260.52
40589	MOBILE ASPHALT CO LLC	15250	5826	241.73
40589	MOBILE ASPHALT CO LLC	15175	5827	273.31
40589	MOBILE ASPHALT CO LLC	15206	5828	253.82
40589	MOBILE ASPHALT CO LLC	15240	5829	205.86
40589	MOBILE ASPHALT CO LLC	15016	5816	154.56
40589	MOBILE ASPHALT CO LLC	15132	5817	196.36
40589	MOBILE ASPHALT CO LLC	15166	5818	166.80
40589	MOBILE ASPHALT CO LLC	15202	5819	360.77
40589	MOBILE ASPHALT CO LLC	15182	6126	4,098.58
40589	MOBILE ASPHALT CO LLC	15106	6127	1,353.15
40589	MOBILE ASPHALT CO LLC	14889	6128	1,068.16
40589	MOBILE ASPHALT CO LLC	15205	6129	1,399.63
8723	MONICA S ENGLISH	3252021	6267	5.94
40019	MOYER FORD SALES INC	401009	6348	364.75
150578	MSC INDUSTRIAL DIRECT CO INC	78905693	6121	429.12
187817	MWI ANIMAL HEALTH	32010363	5890	525.00
187817	MWI ANIMAL HEALTH	32128693	5891	130.16
187817	MWI ANIMAL HEALTH	32169100	5892	1,442.25
64303	NAFECO	1081739	5893	215.81
64303	NAFECO	1083770/4228	6061	371.46
67029	NATIONAL HURRICANE CONFERENCE	54270102; 2021 NHC	6211	1,125.00

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1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	440288750	6088	111.27
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	440986413	6089	70.87
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	439573040	6090	42.52
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	438871361	6091	70.26
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	436780059	6092	112.42
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	437471499	6093	73.82
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	438542589	6094	112.42
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	438163776	6095	87.90
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	433192701	6096	60.26
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	439260012	6097	28.09
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	441373239	6098	42.53
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	441680046	6099	92.73
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	442377547	6100	70.87
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	443760207	6101	84.72
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	443451081	6102	56.50
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	444457389	6103	70.61
40026	NORTH BALDWIN INFIRMARY	10252020	6174	952.64
40026	NORTH BALDWIN INFIRMARY	11092020	6175	4,805.55
40026	NORTH BALDWIN INFIRMARY	11202020	6176	1,007.75
40026	NORTH BALDWIN INFIRMARY	11232020	6177	12,970.67
40026	NORTH BALDWIN INFIRMARY	12102020	6178	24,924.53
40026	NORTH BALDWIN INFIRMARY	2212021	6179	3,437.44
40026	NORTH BALDWIN INFIRMARY	11232020; 00731	6180	640.00
40026	NORTH BALDWIN INFIRMARY	11232020; 99100	6181	52.00
40026	NORTH BALDWIN INFIRMARY	10232020	6420	2,369.34
40569	NOTARY PUBLIC UNDERWRITERS	BRYNN AMEY; 2021	5872	91.00
1865	NUTRIEN AG SOLUTIONS, INC.	44442407	6292	2,904.25
181574	O'REILLY AUTO PARTS	APR 2021 OP	6320	368.30
181574	O'REILLY AUTO PARTS	1423-202502	6349	174.45
181574	O'REILLY AUTO PARTS	1423-202504	6350	199.99
181574	O'REILLY AUTO PARTS	1423-203329	6351	515.32
181574	O'REILLY AUTO PARTS	1423-202427	6363	174.45
181574	O'REILLY AUTO PARTS	1423-202501	6364	(174.45)
43003	OEC	1431470-0	6254	446.08
27022	OPC NEWS, LLC	140074; 2021	5866	42.00
27022	OPC NEWS, LLC	384170; 983493	6017	960.16
174713	PAM'S EMBROIDERY & SEWING	5126-20212518	6104	319.00
182050	PAMELA M PUGH	3312021	6276	30.80
121216	PEREGRINE SERVICES INC	428455	6031	1,018.93
121216	PEREGRINE SERVICES INC	428456	6034	10,310.10
180999	PETROLEUM TRADERS CORPORATION	1646532	6137	2,205.04
180999	PETROLEUM TRADERS CORPORATION	1644330	6140	1,223.05
180999	PETROLEUM TRADERS CORPORATION	1644333	6141	14,535.88
180999	PETROLEUM TRADERS CORPORATION	1645098	6143	11,650.18
180999	PETROLEUM TRADERS CORPORATION	1647950	6144	1,221.46
180999	PETROLEUM TRADERS CORPORATION	1648857	6145	7,840.87
180999	PETROLEUM TRADERS CORPORATION	1647948	6246	989.51
180999	PETROLEUM TRADERS CORPORATION	1647317	6247	1,367.06
180999	PETROLEUM TRADERS CORPORATION	1647949	6248	9,898.56
180999	PETROLEUM TRADERS CORPORATION	1650108	6249	10,427.05
180999	PETROLEUM TRADERS CORPORATION	1649638	6250	12,254.67

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-May 04, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
180999	PETROLEUM TRADERS CORPORATION	1649193	6251	9,488.78
180999	PETROLEUM TRADERS CORPORATION	1649526	6252	13,476.59
180999	PETROLEUM TRADERS CORPORATION	1649654	6253	12,488.16
89375	PITTMAN TRACTOR CO INC	13464	6352	7,250.00
181237	PNC BANK	1220505906	6225	17,076.62
48268	POPE CONTRACTING INC	#12;BCP0205418	6163	228,287.00
185084	POWER SYSTEMS OF MS	9291	5808	2,082.00
185084	POWER SYSTEMS OF MS	9293	5894	550.00
185084	POWER SYSTEMS OF MS	9292	5895	900.00
14075	POWERPLAN	1404947	5975	151.29
186326	QCHC INC	5115	5868	8,000.00
186326	QCHC INC	5114	6037	145,333.33
97199	RACINE'S FEED GARDEN & SUPPLY INC	792150	6066	840.00
1885	REEBOK INTERNATIONAL INC	5762	6039	2,176.59
108898	REHM ANIMAL CLINIC AT TIMBER RUM	4032021	6359	498.24
188704	ROBERT N GRAHAM LLC	May-21	6228	31,740.00
51009	ROBERTSDALE AUTO PARTS INC	459342	6353	119.35
51009	ROBERTSDALE AUTO PARTS INC	459346	6354	176.07
51009	ROBERTSDALE AUTO PARTS INC	459488	6355	499.80
51009	ROBERTSDALE AUTO PARTS INC	APR 2021 OP	6326	284.93
51009	ROBERTSDALE AUTO PARTS INC	459530	6357	74.40
51009	ROBERTSDALE AUTO PARTS INC	459100	5994	237.06
51009	ROBERTSDALE AUTO PARTS INC	459202	5995	85.77
51009	ROBERTSDALE AUTO PARTS INC	459201	5955	(44.00)
51040	ROBERTSDALE POWER EQUIPMENT	178828	6146	2,132.95
51040	ROBERTSDALE POWER EQUIPMENT	178831	6148	678.80
51040	ROBERTSDALE POWER EQUIPMENT	179375	6244	17.24
183761	SAIN ASSOCIATES INC	47688	6260	7,956.06
192136	SDAC	2004007-9	6358	4,800.00
192136	SDAC	2004007-5	6375	5,292.00
192136	SDAC	2004007-8	5996	5,872.86
143	SECTION 18 BRAT'S	12656	6041	1,415.88
188082	SHANNON J HARVEY	3172021	6269	114.24
181787	SHARP ELECTRONICS CORPORATION	4062021-1	6256	1,861.72
192751	SHARPS MD OF ALABAMA	9509	6042	720.00
187492	SHORELINE ENVIRONMENTAL INC	53852	6112	90.00
185002	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	107893282-001	6239	54.49
185002	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	107977336-001	6297	104.00
123300	SOFTWARE HOUSE INT dba SHI	B13214928	6289	231.20
123300	SOFTWARE HOUSE INT dba SHI	B13324152	6115	1,997.60
510	SOLID WASTE FUND	457444	5863	130,367.94
44345	SONIA HICKS	3122021	6272	559.24
40728	SOUNDWORKS, INC	28207	6226	1,770.00
54037	SOUTH ALABAMA REGIONAL	MSS 21-142	6374	18,000.61
54037	SOUTH ALABAMA REGIONAL	MSS 21-143	6379	4,000.97
54037	SOUTH ALABAMA REGIONAL	2ND; FY'21	6414	48,666.00
54083	SOUTH ALABAMA REGIONAL PLANNING COMM	3312021	6210	184.00
54083	SOUTH ALABAMA REGIONAL PLANNING COMM	1312021	5870	282.06
170536	SOUTHDATA INC	993309822	6317	1,588.47
170536	SOUTHDATA INC	993325078	6318	85.00
170536	SOUTHDATA INC	993325077	6315	7,767.82

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-May 04, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
54464	SOUTHERN CHEVROLET-OLDS-GEO	319814	5999	1,576.68
66835	SOUTHERN FIRE & SAFETY INC	3302021	6283	1,606.50
66835	SOUTHERN FIRE & SAFETY INC	30025	6240	87.75
193084	SOUTHERN POLICE EQUIPMENT CO	204423	5855	2,836.12
190650	SOUTHERN TIRE MART	2030034485	5920	3,215.00
183476	SOUTHERNCARLSON SYSTEMS	DE 42886038	6068	586.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178876	6152	226.90
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178875	6154	229.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3472924212	6155	38.59
185594	STAPLES CONTRACT & COMMERCIAL INC	3472592841	6156	69.40
185594	STAPLES CONTRACT & COMMERCIAL INC	3473447965	6157	600.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3474620549	6418	16.59
185594	STAPLES CONTRACT & COMMERCIAL INC	3474196780	6393	43.09
185594	STAPLES CONTRACT & COMMERCIAL INC	3474136490	6394	105.26
185594	STAPLES CONTRACT & COMMERCIAL INC	3474136489	6395	90.43
185594	STAPLES CONTRACT & COMMERCIAL INC	3474557449	6397	131.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3475052950	6424	11.59
185594	STAPLES CONTRACT & COMMERCIAL INC	3474963698	6425	40.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3474620554	6426	19.16
185594	STAPLES CONTRACT & COMMERCIAL INC	3474620553	6427	115.47
185594	STAPLES CONTRACT & COMMERCIAL INC	3474557455	6428	69.09
185594	STAPLES CONTRACT & COMMERCIAL INC	3474620550	6429	24.44
185594	STAPLES CONTRACT & COMMERCIAL INC	3474620551	6430	400.67
185594	STAPLES CONTRACT & COMMERCIAL INC	3474723164	6431	63.20
185594	STAPLES CONTRACT & COMMERCIAL INC	3474723163	6432	2,988.25
185594	STAPLES CONTRACT & COMMERCIAL INC	3474723166	6433	293.00
185594	STAPLES CONTRACT & COMMERCIAL INC	3474723167	6434	518.85
185594	STAPLES CONTRACT & COMMERCIAL INC	3474723168	6435	130.87
185594	STAPLES CONTRACT & COMMERCIAL INC	3475052944	6436	78.59
185594	STAPLES CONTRACT & COMMERCIAL INC	3474723171	6438	555.46
185594	STAPLES CONTRACT & COMMERCIAL INC	3467521831	6441	181.78
185594	STAPLES CONTRACT & COMMERCIAL INC	3474789322	6442	(100.50)
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399783	6443	(22.26)
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399784	6444	(9.19)
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399785	6445	(9.19)
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399786	6447	(9.19)
185594	STAPLES CONTRACT & COMMERCIAL INC	3474620555	6421	21.48
185594	STAPLES CONTRACT & COMMERCIAL INC	3474620552	6422	381.47
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399782	6448	(22.26)
185594	STAPLES CONTRACT & COMMERCIAL INC	3471399787	6449	(9.19)
185594	STAPLES CONTRACT & COMMERCIAL INC	3474484094	6381	58.89
185594	STAPLES CONTRACT & COMMERCIAL INC	3474789323	6382	56.26
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178872	6383	37.36
185594	STAPLES CONTRACT & COMMERCIAL INC	3473658968	6384	17.49
185594	STAPLES CONTRACT & COMMERCIAL INC	3474021336	6385	19.29
185594	STAPLES CONTRACT & COMMERCIAL INC	3474021337	6386	18.29
185594	STAPLES CONTRACT & COMMERCIAL INC	3473447967	6387	10.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3473597224	6388	81.58
185594	STAPLES CONTRACT & COMMERCIAL INC	3474557448	6389	155.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3474484092	6390	525.00
185594	STAPLES CONTRACT & COMMERCIAL INC	3474136493	6398	129.98

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-May 04, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
185594	STAPLES CONTRACT & COMMERCIAL INC	3474136492	6399	113.42
185594	STAPLES CONTRACT & COMMERCIAL INC	3474557450	6400	55.96
185594	STAPLES CONTRACT & COMMERCIAL INC	3474557451	6401	85.49
185594	STAPLES CONTRACT & COMMERCIAL INC	3474963697	6402	125.84
185594	STAPLES CONTRACT & COMMERCIAL INC	3474196783	6403	15.14
185594	STAPLES CONTRACT & COMMERCIAL INC	3474196782	6404	46.75
185594	STAPLES CONTRACT & COMMERCIAL INC	3474255573	6405	160.84
185594	STAPLES CONTRACT & COMMERCIAL INC	3474255575	6406	15.49
185594	STAPLES CONTRACT & COMMERCIAL INC	3474255574	6407	41.27
185594	STAPLES CONTRACT & COMMERCIAL INC	3474255572	6408	172.01
185594	STAPLES CONTRACT & COMMERCIAL INC	3474255571	6409	499.23
185594	STAPLES CONTRACT & COMMERCIAL INC	3475052949	6410	70.36
185594	STAPLES CONTRACT & COMMERCIAL INC	3474314852	6411	146.07
185594	STAPLES CONTRACT & COMMERCIAL INC	3474314853	6412	97.13
185594	STAPLES CONTRACT & COMMERCIAL INC	3474789324	6413	15.26
185594	STAPLES CONTRACT & COMMERCIAL INC	3474484093	6415	503.74
185594	STAPLES CONTRACT & COMMERCIAL INC	3474557453	6416	119.96
185594	STAPLES CONTRACT & COMMERCIAL INC	3474557452	6417	228.94
192752	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	549	6044	1,750.00
147125	STOCKTON EQUIPMENT CO	30885	5896	260.00
147125	STOCKTON EQUIPMENT CO	30859	5809	84.50
65091	STONE CROSBY PC	63296; S/W	6045	6,173.30
65091	STONE CROSBY PC	63298-63299' REV	6047	288.00
65091	STONE CROSBY PC	63275; ADMIN	6446	15,288.59
65091	STONE CROSBY PC	63294; P&Z	6451	12,243.49
65091	STONE CROSBY PC	63282; HWY	6452	1,725.00
65091	STONE CROSBY PC	63281; EMA	6453	337.50
65091	STONE CROSBY PC	63276; BRATS	6454	58.50
65091	STONE CROSBY PC	63280; BLDG INSP	6455	1,000.89
65091	STONE CROSBY PC	63333; ADMIN / JALLC	6439	550.00
182059	SUNSOUTH LLC	3902419	6360	686.87
182059	SUNSOUTH LLC	3896491	6001	200.82
181632	SUSAN ALLEN	3222021	6262	15.01
162616	SWEAT TIRE - BAY MINETTE	53957	6370	20.00
162616	SWEAT TIRE - BAY MINETTE	53815	6004	72.68
54042	SWEAT TIRE - ROBERTSDALE	202767	6003	190.41
54042	SWEAT TIRE - ROBERTSDALE	APR 2021 OP	6333	212.95
188199	SYNERGY TELCOM INC	136124	6005	270.00
182261	TEAM BG & ASSOCIATES	74938	6311	537.60
57002	TERMINIX SERVICE	6014254; 2021	6051	349.65
57002	TERMINIX SERVICE	1662851; 2021	6049	307.65
184294	THE PRINT SHOP	6544	6063	100.00
184294	THE PRINT SHOP	6543	6064	200.00
184294	THE PRINT SHOP	6550	5805	24.00
184294	THE PRINT SHOP	6546	5806	120.00
184294	THE PRINT SHOP	6547	5807	160.00
183402	THOMAS CHRISTOPHER ELLIOTT	3262021	6265	715.24
65402	THOMPSON ENGINEERING	210302210	6160	3,447.32
57071	THOMPSON TRACTOR CO	SPI00831866	6079	705.60
57071	THOMPSON TRACTOR CO	TTC1-553033	6080	13,825.79
57071	THOMPSON TRACTOR CO	SPI00838553	6081	564.77

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-May 04, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
57071	THOMPSON TRACTOR CO	TTC1-555832	6083	396.00
57071	THOMPSON TRACTOR CO	SPI00841004	6084	378.06
57071	THOMPSON TRACTOR CO	TTC1-557640	6085	682.12
57071	THOMPSON TRACTOR CO	SPI00828445	6007	930.00
57071	THOMPSON TRACTOR CO	SPI00828553	6008	1,390.98
57071	THOMPSON TRACTOR CO	SPI00828999	5963	2,398.50
57071	THOMPSON TRACTOR CO	SPI00828998	5964	439.80
57071	THOMPSON TRACTOR CO	SPI00828996	5965	7,169.54
57071	THOMPSON TRACTOR CO	SPI00831117	5968	597.12
57071	THOMPSON TRACTOR CO	CNR069176	5970	(597.12)
57071	THOMPSON TRACTOR CO	SPI00828997	6457	1,127.95
142501	TIMOTHY J WARRINER	825847	5813	1,701.00
57327	TONY'S TOWING INC	121315	6149	438.75
57327	TONY'S TOWING INC	121289	6150	438.75
57327	TONY'S TOWING INC	120893	6243	585.00
57203	TOWN OF ELBERTA	SRO; 10/1-12/31/20	6192	35,299.68
123924	TOWN OF LOXLEY	SRO; 10/1-12/31/20	6190	9,035.46
123932	TOWN OF SILVERHILL	SRO; 10/1-12/31/20	6193	12,959.30
57202	TOWN OF SUMMERDALE	SRO;10/01-12/31/20	6423	7,018.04
158123	TRANE-MOBILE PARTS CENTER	9888950	5839	444.57
158123	TRANE-MOBILE PARTS CENTER	9888970	5840	1,793.00
57039	TRUCK EQUIPMENT SALES INC	8059	5841	13,301.61
57039	TRUCK EQUIPMENT SALES INC	7780	6106	1,254.38
166975	TSA INC	21-1245	5810	6,134.28
57304	TWO-WAY COMMUNICATIONS INC	65379	5830	5,583.33
57304	TWO-WAY COMMUNICATIONS INC	65380	6147	500.00
190884	TYLER TECHNOLOGIES, INC.	45-334513	6053	10,500.00
190884	TYLER TECHNOLOGIES, INC.	45-335850	6054	11,200.00
190884	TYLER TECHNOLOGIES, INC.	45-336535	6221	156,702.78
190884	TYLER TECHNOLOGIES, INC.	45-336689	6222	5,040.63
112416	ULINE INC	131881413/518/680	6458	4,569.34
142535	UNITED STATES GEOLOGICAL SURVEY	90851504	6056	5,900.00
142535	UNITED STATES GEOLOGICAL SURVEY	90891800	6058	5,900.00
182172	UNIVERSAL ENVIRONMENTAL SERVICES LLC	IN0404721	6227	45.00
193110	USA HEALTH ANESTHESIA BILLING SERVICES, LLC	2122021	6207	733.90
193110	USA HEALTH ANESTHESIA BILLING SERVICES, LLC	2012021	6173	300.00
1845	USA HEALTH PHYSICIAN	3022021	6208	53.30
135466	VAN SCOYOC ASSOCIATES	69006	6060	9,500.00
192322	VIA MOBILITY, LLC	INV001-2902	6062	16,500.00
187957	VICTORIA KEY	4092021	6273	77.95
66295	VOLKERT INC	1703021	6165	29,538.70
66295	VOLKERT INC	1403005	6166	14,916.81
65201	VULCAN MATERIALS CO	50915869	6124	597.31
65201	VULCAN MATERIALS CO	50910896CR	6125	(18.25)
65201	VULCAN MATERIALS CO	50930446-30447	5811	13,246.24
169455	W H THOMAS OIL CO INC	368709	6151	3,815.50
169455	W H THOMAS OIL CO INC	370021	6242	3,745.06
84216	W W GRAINGER	9861406602/3482	6073	6,390.52
84216	W W GRAINGER	9868899460	6074	138.96
84216	W W GRAINGER	9862280857	5897	194.40
84216	W W GRAINGER	9863111069	5898	12.96

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-May 04, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
84216	W W GRAINGER	9840399068	5899	29.88
84216	W W GRAINGER	9851576752	5900	158.64
84216	W W GRAINGER	9839424141	5901	1,356.85
84216	W W GRAINGER	9839424166	5902	204.60
84216	W W GRAINGER	9840399050	5903	797.03
84216	W W GRAINGER	9854283703	5904	301.53
84216	W W GRAINGER	9845980656	5905	288.44
84216	W W GRAINGER	9839198364	5906	287.64
84216	W W GRAINGER	9841268304	5907	396.12
84216	W W GRAINGER	9846229558	5908	454.12
84216	W W GRAINGER	9850209785	5909	266.28
84216	W W GRAINGER	9856480760	5910	1,285.01
84216	W W GRAINGER	9857398755/6783536	5911	3,467.22
84216	W W GRAINGER	9860097444	5912	458.34
190131	WALTER CRAIG, LLC	2866	6241	86.26
190131	WALTER CRAIG, LLC	2865	6450	203.00
86191	WARRINER CONSTRUCTION	825848	6070	7,000.00
181290	WESCO - FOLEY	2000992445	6111	85.53
181290	WESCO - FOLEY	2000991201	6105	50.88
181290	WESCO - FOLEY	2000992481	5842	124.24
66024	WESCO RECEIVABLES CORP	977337	5843	258.00
66024	WESCO RECEIVABLES CORP	978031	5835	180.00
66024	WESCO RECEIVABLES CORP	978032	5836	412.98
180090	WESTRIDGE PROFESSIONAL SERVICES	20071001	6495	16,625.00
191489	WHAREHOUSE LLC	MAY 2021 - JULY 2021	6230	2,175.00
80670	WILLIAMS SCOTSMAN INC	8659569	6459	2,465.58
80670	WILLIAMS SCOTSMAN INC	8659570	6460	2,432.19
80670	WILLIAMS SCOTSMAN INC	8648844	5862	722.86
80670	WILLIAMS SCOTSMAN INC	8615477	6065	674.01
146114	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	4082021; FA21/118	6069	395.00
146114	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	4072021	6067	395.00
146114	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	4082021; FA21/119	6071	395.00
146114	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	4082021; FA21/120	6072	395.00
146114	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	4142021; FA21/034	6215	395.00
146114	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	4142021; FA21/080	6217	395.00
135520	WOOD FRUITTICHER GROCERY CO INC	5869228	5844	605.21
66006	WRIGHTS MOTOR PARTS INC	559362	6371	8.97
66006	WRIGHTS MOTOR PARTS INC	559359	6372	9.98
191084	ZACHARY SALTER	4092021	6280	133.80
110162	ZACK LONG	3082021	6035	126.00
110162	ZACK LONG	30302021	6036	2,520.00
				<u>2,876,133.02</u>



Baldwin County Commission

Agenda Action Form

File #: 21-0795, **Version:** 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$4,846,477.24 (four million, eight hundred forty-six thousand, four hundred seventy-seven dollars and twenty-four cents) a part of the minutes.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A**

Additional instructions/notes: N/A

Baldwin County Commission
Interim Payments
May 4, 2021

Vendor Summary		Totals	Brief Description
1	AL DEPT OF ENVIRONMENTAL MANAGEMENT	2,772.00	Permits and Fees; Hwy
2	ALABAMA CHILD SUPPORT PAYMENT CENTER	3,224.28	Payroll
3	ALABAMA DEPT OF REVENUE	602.25	Lodging Tax; Mar 2021
4	ALABAMA POWER CO	26.27	Utilities
5	AT&T	1,302.23	Telephone
6	BALDWIN CNTY COMMISSION - BOOTS	520.00	Payroll
7	BALDWIN CNTY COMMISSION - DENTAL 790	25,760.00	Payroll
8	BALDWIN CNTY COMMISSION - HEALTH	563,349.90	Payroll
9	BALDWIN CNTY SHERIFF'S OFFICE	951,611.93	Payroll; Sheriff's
10	BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
11	BALDWIN EMC	11,452.00	Utilities
12	BLUE CROSS & BLUE SHIELD OF AL	617,219.71	Payroll
13	CENTURYLINK	121.30	Telephone
14	CHEAP LANDS, INC	113.61	Land Redemptions
15	CITY OF FAIRHOPE-UTILITIES	11,667.94	Utilities
16	CLERK OF COURT, MISSY HOMAN	258.70	Payroll
17	DANIEL O'BRIEN	821.84	Payroll
18	DEPARTMENT OF CHILDREN AND FAMILY SVC	539.98	Payroll
19	FLEXIBLE BENEFITS	20,204.00	Payroll
20	FRONTIER COMMUNICATIONS OF THE SOUTH INC	68.45	Telephone
21	HAGERTY CONSULTING INC	10,575.92	Contract Services
22	HANCOCK BANK	14,275.80	Credit Card; Mar 2021
23	HARBOR COMMUNICATIONS LLC	368.76	Telephone
24	HOWARD, ANDREW	304.37	Land Redemptions
25	IRS-TAX PAYMENT	485,219.57	Payroll
26	JERE AUSTILL III	1,825.96	Land Redemptions
27	JODY L WISE CIRCUIT CLERK	50.00	Payroll
28	JUDICIAL RETIREMENT FUND	918.75	Payroll
29	NATIONAL AUTO FLEET GROUP	534,112.70	Vehicles; Hwy
30	NATIONWIDE RETIREMENT SOLUTIONS	22,902.00	Payroll
31	NORTH BALDWIN UTILITIES	815.90	Utilities
32	NUVIEW IRA FBO DOUGLAS GALE	558.23	Land Redemptions
33	PETTY CASH - KELLY CHILDRESS	76.35	Petty Cash; COA
34	RETIREMENT SYSTEMS OF AL	309,812.03	Payroll
35	RHODES, ANNIE	1,555.17	Land Redemptions
36	RIVIERA UTILITIES	12,790.05	Utilities
37	ROBERTSON INSURANCE AGENCY INC	7,649.00	Annual Crime Bond
38	RYNO	1,730.10	Monthly Pay Flow Fee
39	SPEAKSPACE LLC	78.53	Telephone
40	STOKES, STEPHANIE L	800.00	Excess Bid; Land Sales
41	TETRA TECH, INC.	1,184,318.50	Professional Svcs; CAT A Debris Clearance
42	UNITI FIBER	8,185.86	Telephone
43	VERIZON WIRELESS	34,262.00	Telephone
44	WESTMORELAND PROPERTIES LLC	148.01	Land Redemptions
Grand Total		4,846,477.24	

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham				BATCH: 390		NEW INVOICES			
VENDOR REMIT NAME		DOCUMENT INVOICE		PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES									
14125	00000 BLUE CROSS & BLU	5400			M040821B	106,194.41	.00	.00	9205745
		42257 999 4022021							
CASH 999	2021/07	INV 04/08/2021	SEP-CHK: N	DISC: .00		79010790 51203		1,403.03	1099:
ACCT 10010	DEPT 51700	DUE 04/08/2021	DESC:BCC WEEKLY	CLAIMS 3/29-4/2/21		79010790 51203		2,598.00	1099:
						79010790 51203		173.60	1099:
						79010790 51522		500.96	1099:
						79010790 51201		98,698.32	1099:
						79010790 51201		2,559.39	1099:
						79010790 51201		261.11	1099:
14125	00000 BLUE CROSS & BLU	5401			M040821B	69,844.71	.00	.00	9205746
		42257 998 4022021							
CASH 999	2021/07	INV 04/08/2021	SEP-CHK: N	DISC: .00		79010790 51204		2,053.60	1099:
ACCT 10010	DEPT 51700	DUE 04/08/2021	DESC:BCSO WEEKLY	CLAIMS 3/29-4/2/21		79010790 51204		1,497.12	1099:
						79010790 51204		106.00	1099:
						79010790 51526		438.81	1099:
						79010790 51202		63,741.18	1099:
						79010790 51202		1,443.00	1099:
						79010790 51202		565.00	1099:
2 APPROVED PAID INVOICES					TOTAL	176,039.12			
2 INVOICE(S)					REPORT POST TOTAL	176,039.12			

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 393		NEW INVOICES			
VENDOR REMIT NAME		DOCUMENT	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
		INVOICE					
APPROVED PAID INVOICES							
10	00000 BALDWIN CNTY SHE	5509 4072021		M040921B	89,196.19	.00	.00 9205747
CASH 999	2021/07	INV 04/09/2021	SEP-CHK: N	DISC: .00		10052100 52910	56,481.83 1099:
ACCT 10010	DEPT 51700	DUE 04/09/2021	DESC:SHERIFF MONTH END AP PR			10052200 52910	30,363.94 1099:
						708 22797	2,350.42 1099:
1 APPROVED PAID INVOICES		TOTAL			89,196.19		
1 INVOICE(S)		REPORT POST TOTAL			89,196.19		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I041321B 04/13/2021
DUE DATE: 04/13/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
14005	BALDWIN EMC	0000		INV	04/13/2021	WO #2101308		5742		
ACCOUNT DETAIL						LINE AMOUNT				
1	10051990 55240		Misc Appro	CapImpr		3,150.00				
							3,150.00			
						CHECK TOTAL	3,150.00			
1 INVOICES		WARRANT TOTAL				3,150.00	3,150.00			

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 410	NEW INVOICES			
VENDOR REMIT NAME		DOCUMENT	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY
		INVOICE				PO BALANCE
						CHK/WIRE

APPROVED PAID INVOICES

14125	00000	BLUE CROSS & BLU	5743		M041321B	115,254.58	.00	.00	9205759
			42257	999	4092021				
CASH 999	2021/07	INV 04/09/2021	SEP-CHK: N	DISC: .00		79010790	51203	3,163.70	1099:
ACCT 10010	DEPT 51700	DUE 04/13/2021	DESC:BCC WEEKLY CLAIMS	4/5-4/9/21		79010790	51203	2,071.00	1099:
						79010790	51203	53.60	1099:
						79010790	51522	650.43	1099:
						790	47860	-5,233.92	1099:
						79010790	51201	115,806.61	1099:
						79010790	51201	5,456.14	1099:
						79010790	51201	781.95	1099:
						79010790	51520	552.60	1099:
						79010790	51201	-8,179.54	1099:
						79010790	51201	.01	1099:
						79010790	51203	132.00	1099:
14125	00000	BLUE CROSS & BLU	5744		M041321B	49,820.79	.00	.00	9205760
			42257	998	4092021				
CASH 999	2021/07	INV 04/09/2021	SEP-CHK: N	DISC: .00		79010790	51204	1,060.40	1099:
ACCT 10010	DEPT 51700	DUE 04/13/2021	DESC:BCSO WEEKLY CLAIMS	4/5-4/9/21		79010790	51204	2,257.50	1099:
						79010790	51526	398.15	1099:
						79010790	51526	-.01	1099:
						79010790	51202	48,751.46	1099:
						79010790	51202	1,128.32	1099:
						79010790	51202	61.40	1099:
						79010790	51202	-3,836.43	1099:

2 APPROVED PAID INVOICES

TOTAL

165,075.37

2 INVOICE(S)

REPORT POST TOTAL

165,075.37

PAYROLL VENDOR PROOF SUMMARY

Warrant:210430 Pay Period From:04/01/2021 To:04/30/2021 Check Date:04/15/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	1	210430	2,320.41	2,320.41
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	1	210430	542.67	542.67
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	1	210430	3,465.55	0.00
VENDOR TOTAL:						9,191.71		6,328.63	2,863.08
REPORT TOTAL:						9,191.71		6,328.63	2,863.08

** END OF REPORT - Generated by Makayla Shiver **

PAYROLL VENDOR PROOF SUMMARY

Warrant:210430 Pay Period From:04/01/2021 To:04/30/2021 Check Date:04/15/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
36240	0	JUDICIAL RETIREM	I	7003	RSA J	1	210430	918.75	0.00
VENDOR TOTAL:						918.75		918.75	0.00
REPORT TOTAL:						918.75		918.75	0.00

** END OF REPORT - Generated by Makayla Shiver **

PAYROLL VENDOR PROOF SUMMARY

Warrant:210430 Pay Period From:04/01/2021 To:04/30/2021 Check Date:04/15/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
51059	0	RETIREMENT SYSTE	I	7000	RSA	1	210430	687.50	567.42
51059	0	RETIREMENT SYSTE	I	7001	RSA	1	210430	640.26	542.94
VENDOR TOTAL:								1,327.76	1,110.36
REPORT TOTAL:								1,327.76	1,110.36

** END OF REPORT - Generated by Makayla Shiver **

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P041521B 04/15/2021

DUE DATE: 04/15/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180373	BALDWIN CNTY COMMISS	0000		INV	04/15/2021	5465		5465		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100	21709	General	DentalAP		289.00				
							289.00			
						CHECK TOTAL	289.00			
186456	BALDWIN CNTY COMMISS	0000		INV	04/15/2021	5466		5466		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100	21710	General	BCBSAP		5,724.00				
							5,724.00			
						CHECK TOTAL	5,724.00			
717	FLEXIBLE BENEFITS	0000		INV	04/15/2021	5456		5456		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100	21714	General	MedReimbAP		275.00				
							275.00			
						CHECK TOTAL	275.00			
40627	NATIONWIDE RETIREMENT	0000		INV	04/15/2021	5462		5462		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100	21615	General	NACOAP		125.00				
							125.00			
						CHECK TOTAL	125.00			
4	INVOICES					WARRANT TOTAL	6,413.00	6,413.00		

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1041521 04/15/2021

DUE DATE: 04/15/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
14005	BALDWIN EMC		0000		INV	04/15/2021	4022021		5746		

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I041521 04/15/2021

DUE DATE: 04/15/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR	ACCOUNT DETAIL	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						LINE	AMOUNT			
	1 11153135 52490		HWY Mowing TraffLight				29.00			
	2 11153135 52490		HWY Mowing TraffLight				33.00			
	3 11153135 52490		HWY Mowing TraffLight				32.00			
	4 51054555 52401		SW Bldg Electricit				34.00			
	5 51054555 52401		SW Bldg Electricit				39.00			
	6 14457200 52401		Parks Dept Electricit				20.00			
	7 14457200 52401		Parks Dept Electricit				81.00			
	8 14457200 52401		Parks Dept Electricit				10.00			
	9 51054555 52401		SW Bldg Electricit				48.00			
	10 51054555 52401		SW Bldg Electricit				82.00			
	11 51054555 52401		SW Bldg Electricit				25.00			
	12 51054555 52401		SW Bldg Electricit				327.00			
	13 10955410 52401		Animal She Electricit				471.00			
	14 51054555 52401		SW Bldg Electricit				937.00			
	15 51054555 52401		SW Bldg Electricit				103.00			
	16 51054555 52401		SW Bldg Electricit				32.00			
	17 51054555 52401		SW Bldg Electricit				78.00			
	18 11153135 52490		HWY Mowing TraffLight				10.00			
	19 11153135 52490		HWY Mowing TraffLight				16.00			
	20 11153135 52490		HWY Mowing TraffLight				16.00			
	21 14457200 52401		Parks Dept Electricit				77.00			
	22 51054555 52401		SW Bldg Electricit				113.00			
	23 51054555 52401		SW Bldg Electricit				542.00			
	24 11153135 52490		HWY Mowing TraffLight				41.00			
	25 51054555 52401		SW Bldg Electricit				1,536.00			
	26 11153112 52401		HWY A200 Electricit				47.00			
	27 14056200 52401		BC Aging Electricit				151.00			
	28 11153135 52490		HWY Mowing TraffLight				23.00			
	29 11153135 52490		HWY Mowing TraffLight				47.00			
	30 51054555 52401		SW Bldg Electricit				80.00			
	31 11153135 52490		HWY Mowing TraffLight				20.00			
	32 10955410 52401		Animal She Electricit				1,830.00			
	33 51054555 52401		SW Bldg Electricit				31.00			
	34 51054555 52401		SW Bldg Electricit				32.00			
	35 11153135 52490		HWY Mowing TraffLight				17.00			
	36 51054555 52401		SW Bldg Electricit				462.00			
	37 11153135 52490		HWY Mowing TraffLight				17.00			
	38 11153135 52490		HWY Mowing TraffLight				17.00			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I041521 04/15/2021

DUE DATE: 04/15/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39	51054555	52401	SW Bldg	Electricit		28.00					
							CHECK TOTAL	7,534.00			
								7,534.00			
27007	CENTURYLINK		0000		INV	04/15/2021	444295425; APR'21		5779		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10052400	52510	CoronerBU	Telephone			84.69			
								84.69			
							CHECK TOTAL	84.69			
61111	CENTURYLINK		0000		INV	04/15/2021	305039197; APR'21		5778		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051101	52290	Tele Syst	OthrChgs			36.61			
								36.61			
							CHECK TOTAL	36.61			
192245	CHEAP LANDS, INC		0000		INV	04/15/2021	41421		5786		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	725	24000	Land Redem	DToPropOwn			113.61			
								113.61			
							CHECK TOTAL	113.61			
19021	CITY OF FAIRHOPE-UTIL		0000		INV	04/15/2021	3312021		5745		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	51054555	52402	SW Bldg	WatSewer			16.10			
	2	51054555	52402	SW Bldg	WatSewer			16.10			
	3	51054555	52402	SW Bldg	WatSewer			20.18			
	4	10955410	52402	Animal She	WatSewer			16.10			
	5	51054555	52402	SW Bldg	WatSewer			16.10			
	6	10955410	52402	Animal She	WatSewer			166.94			
								251.52			
							CHECK TOTAL	251.52			
1882	HAGERTY CONSULTING IN		0000		INV	04/15/2021	6476		5771		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051018	51500	DWGF	ContrSvcs			10,575.92			
								10,575.92			
							CHECK TOTAL	10,575.92			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I041521 04/15/2021

DUE DATE: 04/15/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
155408	HARBOR COMMUNICATIONS		0000		INV	04/15/2021	131897		5776		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10051101 52290		Tele Syst	OthrChgs			368.76			
							CHECK TOTAL	368.76			
								368.76			
								368.76			
192365	HOWARD, ANDREW		0000		INV	04/15/2021	41421		5788		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	725 24000		Land Redem	DToPropOwn			304.37			
							CHECK TOTAL	304.37			
								304.37			
								304.37			
174019	JERE AUSTILL III		0000		INV	04/15/2021	414213		5782		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	725 24000		Land Redem	DToPropOwn			852.68			
								852.68			
174019	JERE AUSTILL III		0000		INV	04/15/2021	414212		5783		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	725 24000		Land Redem	DToPropOwn			868.42			
								868.42			
174019	JERE AUSTILL III		0000		INV	04/15/2021	41421		5784		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	725 24000		Land Redem	DToPropOwn			104.86			
							CHECK TOTAL	104.86			
								1,825.96			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I041521 04/15/2021

DUE DATE: 04/15/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19003	NORTH BALDWIN UTILITI	0000		INV	04/15/2021	4062021		5747		
ACCOUNT DETAIL						LINE AMOUNT				
1	14457238 52402		Live Oak	WatSewer		108.16				
2	14457238 52402		Live Oak	WatSewer		13.52				
3	14457238 52402		Live Oak	WatSewer		553.76				
4	14457239 52402		Bicentenni	WatSewer		33.42				
5	14457200 52402		Parks Dept	WatSewer		29.30				
6	14457200 52403		Parks Dept	Gas		6.50				
7	14056200 52402		BC Aging	WatSewer		17.68				
8	14457200 52402		Parks Dept	WatSewer		17.68				
9	14457200 52402		Parks Dept	WatSewer		17.68				
10	14056200 52400		BC Aging	Utilities		18.20				
							815.90			
						CHECK TOTAL	815.90			
192296	NUVIEW IRA FBO DOUGLA	0000		INV	04/15/2021	41421		5787		
ACCOUNT DETAIL						LINE AMOUNT				
1	725 24000		Land Redem	DToPropOwn		558.23				
							558.23			
						CHECK TOTAL	558.23			
192225	RHODES, ANNIE	0000		INV	04/15/2021	41421		5785		
ACCOUNT DETAIL						LINE AMOUNT				
1	725 24000		Land Redem	DToPropOwn		1,555.17				
							1,555.17			
						CHECK TOTAL	1,555.17			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1041521 04/15/2021

DUE DATE: 04/15/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
51003	RIVIERA UTILITIES	0000		INV	04/15/2021	4022021		5748		
ACCOUNT DETAIL						LINE AMOUNT				
1	11153135 52490		HWY Mowing TraffLight			8.35				
2	11153135 52490		HWY Mowing TraffLight			30.35				
3	11153135 52490		HWY Mowing TraffLight			9.10				
4	10051555 52401		GF Bldg Electricit			719.52				
5	10051555 52403		GF Bldg Gas			125.86				
6	10051555 52402		GF Bldg WatSewer			30.78				
7	11153135 52490		HWY Mowing TraffLight			40.11				
8	11153135 52490		HWY Mowing TraffLight			33.46				
9	11153135 52490		HWY Mowing TraffLight			5.00				
10	11153135 52490		HWY Mowing TraffLight			24.04				
11	11153135 52490		HWY Mowing TraffLight			15.93				
12	11153135 52490		HWY Mowing TraffLight			23.64				
13	14457200 52401		Parks Dept Electricit			49.80				
							1,115.94			
						CHECK TOTAL	1,115.94			
51029	ROBERTSON INSURANCE A	0000		INV	04/15/2021	8455		5772		
ACCOUNT DETAIL						LINE AMOUNT				
1	10051300 52730		Probate Surety			1,912.25				
2	10051600 52730		Rev Comm Surety			917.88				
3	10051700 52730		Accting Surety			382.45				
4	10051750 52730		STax Licen Surety			458.94				
5	10052710 52730		Bldg Insp Surety			152.98				
6	10052400 52730		CoronerBU Surety			152.98				
7	11153100 52730		HWY Admin Surety			764.90				
8	14056200 52730		BC Aging Surety			305.96				
9	14351935 52730		Transp18 Surety			1,835.76				
10	51054100 52730		SW Admin Surety			305.96				
11	51154801 52730		SW C Admin Surety			458.94				
							7,649.00			
						CHECK TOTAL	7,649.00			
181427	SPEAKSPACE LLC	0000		INV	04/15/2021	67586		5775		
ACCOUNT DETAIL						LINE AMOUNT				
1	10052100 52510		Sheriff Telephone			78.53				
							78.53			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I041521 04/15/2021

DUE DATE: 04/15/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						CHECK TOTAL	78.53			
192800	TETRA TECH, INC.	0002		INV	04/15/2021	51692889		5773		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10051018 54760		DWGF	CAT A DC		864,339.50				
							864,339.50			
192800	TETRA TECH, INC.	0002		INV	04/15/2021	51695662		5774		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10051018 54760		DWGF	CAT A DC		319,979.00				
							319,979.00			
						CHECK TOTAL	1,184,318.50			
145701	UNITI FIBER	0001		INV	04/15/2021	216546		5777		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 10051101 52290		Tele Syst	OthrChgs		8,185.86				
							8,185.86			
						CHECK TOTAL	8,185.86			
164291	WESTMORELAND PROPERTI	0000		INV	04/15/2021	41421		5780		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		72.23				
							72.23			
164291	WESTMORELAND PROPERTI	0000		INV	04/15/2021	414212		5781		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		75.78				
							75.78			
						CHECK TOTAL	148.01			
22	INVOICES					WARRANT TOTAL	1,225,520.58			1,225,520.58

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 419		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10	00000 BALDWIN CNTY SHE	5812 4142021		M041521A	862,415.74	.00	.00	9205764
CASH 999	2021/07	INV 04/14/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 555	DUE 04/15/2021	DESC:SHERIFF'S PAYROLL	04/16/2021				
					10052100 52910		282,135.12	1099:
					10052200 52910		150,279.28	1099:
					708 22797		12,577.14	1099:
					10052100 52910		270,629.72	1099:
					10052200 52910		134,133.13	1099:
					708 22797		12,661.35	1099:
1 APPROVED PAID INVOICES		TOTAL		862,415.74				
1 INVOICE(S)		REPORT POST TOTAL		862,415.74				

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 423		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10224	00000 AL DEPT OF ENVIR	5822 4142021		I041521A	1,385.00	.00	.00	9205765
CASH 999	2021/07	INV 04/14/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 53100	DUE 04/15/2021	DESC:NOI	Permit for Construction of New Building (Area	11153112 55240		1,385.00	1099:
1 APPROVED PAID INVOICES		TOTAL		1,385.00				
1 INVOICE(S)		REPORT POST TOTAL		1,385.00				

PAYROLL VENDOR PROOF SUMMARY

Warrant:210328 Pay Period From:03/15/2021 To:03/28/2021 Check Date:04/01/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
51059	0	RETIREMENT SYSTE	T	7000	RSA	0	210328	48,556.94	40,075.67
51059	0	RETIREMENT SYSTE	T	7001	RSA	0	210328	34,410.64	29,180.21
VENDOR TOTAL:						152,223.46		82,967.58	69,255.88
REPORT TOTAL:						152,223.46		82,967.58	69,255.88

** END OF REPORT - Generated by Makayla Shiver **

EMPLOYEE DEDUCTION REGISTER REPORT

LOCATION: CL00 - CL99 / ORGANIZATION: ALL
 DEDUCTION: 7100 - 7100 / DATE 04/01/2021 to 04/01/2021

DEDUCTION		EMPLOYEE AMT	EMPLOYER AMT	EMPLOYEE GROSS	DIFFERENCE
7100	RSA-1	1,645.00	0.00	51,415.74	973,355.00
GRAND TOTALS:		1,645.00	0.00	51,415.74	973,355.00

** END OF REPORT - Generated by Makayla Shiver **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9205767	04/01/2021	MANUAL	054188 IRS-TAX PAYMENT	77,326.46			
DOC	INVOICE NO	ORG	OBJ	PROJ	AMOUNT		
5875	1741	100	21500		32,131.48		
5875	1741	103	21500		115.29		
5875	1741	104	21500		316.58		
5875	1741	105	21500		1,885.32		
5875	1741	106	21500		276.63		
5875	1741	109	21500		854.45		
5875	1741	111	21500		17,647.41		
5875	1741	120	21500		5,443.12		
5875	1741	140	21500		894.76		
5875	1741	143	21500		2,637.35		
5875	1741	144	21500		1,549.61		
5875	1741	146	21500		294.74		
5875	1741	510	21500		6,753.54		
5875	1741	511	21500		6,478.75		
5875	1741	740	21500		47.43		
		1 CHECKS	CASH ACCOUNT TOTAL	77,326.46	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	77,326.46	.00

** END OF REPORT - Generated by Robin Gail. Benson **

PAYROLL VENDOR PROOF SUMMARY

Warrant:210328 Pay Period From:03/15/2021 To:03/28/2021 Check Date:04/01/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	T	1000	FICA	0	210328	65,434.68	65,434.68
54188	0	IRS-TAX PAYMENT	T	1100	MEDICA	0	210328	15,303.32	15,303.32
VENDOR TOTAL:						161,476.00		80,738.00	80,738.00
REPORT TOTAL:						161,476.00		80,738.00	80,738.00

** END OF REPORT - Generated by Makayla Shiver **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
238008	04/16/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	11,371.00			
			1 CHECKS				
			CASH ACCOUNT TOTAL	11,371.00	.00		

INVOICE ENTRY PROOF LIST

CLERK: Rhonda.Boutwell		BATCH: 431		NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
1849	00000 ALABAMA DEPT OF	5878 MARCH 2021 LODGING T		M041921H	602.25	.00	.00	9205768
CASH 999	2021/07	INV 04/19/2021	SEP-CHK: Y	DISC: .00				
ACCT 10010	DEPT 555	DUE 04/19/2021	DESC:MARCH 2021	LODGING TAX		144 21340		602.25 1099:
1 APPROVED PAID INVOICES		TOTAL			602.25			
1 INVOICE(S)		REPORT POST TOTAL			602.25			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
238009	04/20/2021	PRINTED	094828 ALABAMA CHILD SUPPORT PAY	3,224.28			
238010	04/20/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	12,851.00			
238011	04/20/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	280,388.00			
238012	04/20/2021	PRINTED	188062 BALDWIN CNTY COMMISSION -	377.50			
238013	04/20/2021	PRINTED	001870 CLERK OF COURT, MISSY HOM	258.70			
238014	04/20/2021	PRINTED	184047 DANIEL O'BRIEN	821.84			
238015	04/20/2021	PRINTED	189015 DEPARTMENT OF CHILDREN AN	539.98			
238016	04/20/2021	PRINTED	000717 FLEXIBLE BENEFITS	9,964.50			
238017	04/20/2021	PRINTED	112221 JODY L WISE CIRCUIT CLERK	50.00			
238018	04/20/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	11,406.00			
10 CHECKS CASH ACCOUNT TOTAL				319,881.80	.00		

PAYROLL VENDOR PROOF SUMMARY

Warrant:210411 Pay Period From:03/29/2021 To:04/11/2021 Check Date:04/16/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
51059	0	RETIREMENT SYSTE	I	7000	RSA	0	210411	48,740.18	40,226.97
51059	0	RETIREMENT SYSTE	I	7001	RSA	0	210411	33,870.81	28,722.49
51059	0	RETIREMENT SYSTE	I	7100	RSA-I	0	210411	1,945.00	0.00
VENDOR TOTAL:						153,505.45		84,555.99	68,949.46
REPORT TOTAL:						153,505.45		84,555.99	68,949.46

** END OF REPORT - Generated by Makayla Shiver **

PAYROLL VENDOR PROOF SUMMARY

Warrant:210411 Pay Period From:03/29/2021 To:04/11/2021 Check Date:04/16/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	0	210411	64,986.87	64,986.87
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	0	210411	15,198.55	15,198.55
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	0	210411	76,854.56	0.00
VENDOR TOTAL:							237,225.40	157,039.98	80,185.42
REPORT TOTAL:							237,225.40	157,039.98	80,185.42

** END OF REPORT - Generated by Makayla Shiver **

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I042021A 04/20/2021

DUE DATE: 04/20/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
185024	NATIONAL AUTO FLEET G	0000		INV	04/20/2021	WF1419/WF1420		5918		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 11153000 55500		Hwy Misc	CapMv		59,094.94				
	2 11153000 55500		Hwy Misc	CapMv		59,094.94				
							118,189.88			
						CHECK TOTAL	118,189.88			
185024	NATIONAL AUTO FLEET G	0000		INV	04/20/2021	WF1437/1438/1454		5919		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 11153111 55500		HWY A100	CapMotVeh		138,640.94				
	2 11153000 55500		Hwy Misc	CapMv		138,640.94				
	3 11153000 55500		Hwy Misc	CapMv		138,640.94				
							415,922.82			
						CHECK TOTAL	415,922.82			
2	INVOICES					WARRANT TOTAL	534,112.70			534,112.70

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INV DATE	PO	CHECK RUN	NET
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CHECK	238021	TOTAL:	12,620.00
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CHECK	238022	TOTAL:	277,237.90
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CHECK	238023	TOTAL:	142.50
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CHECK	238024	TOTAL:	9,964.50
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NUMBER OF CHECKS	4	*** CASH ACCOUNT TOTAL ***	299,964.90
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	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	299,964.90

*** GRAND TOTAL *** 299,964.90

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I042121A 04/21/2021

DUE DATE: 04/21/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10224	AL DEPT OF ENVIRONMEN		0000		INV	04/21/2021	4142021; PERMIT		5945		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	11153000 55906		Hwy Misc	DirtRdPrj		1,385.00				
								1,385.00			
							CHECK TOTAL	1,385.00			
1	INVOICES					WARRANT TOTAL	1,385.00	1,385.00			

INVOICE ENTRY PROOF LIST

CLERK: R BENSON BATCH: 439				NEW INVOICES			
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
182668	00000 RYNO CONSULTING	5948 7780		M042121A	805.00	.00	.00 9205774
CASH 511	2021/07	INV 04/05/2021	SEP-CHK: N	DISC: .00			
ACCT 11000	DEPT 555	DUE 05/05/2021	DESC:MONTHLY PAY FLOW FEE		51154801 51500		805.00 1099:
182668	00000 RYNO CONSULTING	5949 7899		M042121A	925.10	.00	.00 9205775
CASH 511	2021/07	INV 04/20/2021	SEP-CHK: N	DISC: .00			
ACCT 11000	DEPT 555	DUE 04/21/2021	DESC:MONTHLY PAY FLOW FEE		51154801 51500		925.10 1099:
2 APPROVED PAID INVOICES				TOTAL	1,730.10		
2 INVOICE(S)				REPORT POST TOTAL	1,730.10		

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I042221 04/22/2021

DUE DATE: 04/22/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10009	ALABAMA POWER CO		0000		INV	04/22/2021	4072021		5966		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	11153555 52401		HWY Bldgs	Electricit			26.27			
							CHECK TOTAL	26.27			
63589	AT&T		0002		INV	04/22/2021	251-580-5055; APR'21		5940		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	10052100 52510		Sheriff	Telephone			1,302.23			
							CHECK TOTAL	1,302.23			
97691	BALDWIN COUNTY SEWER		0000		INV	04/22/2021	4202021		5967		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	11153555 52402		HWY Bldgs	WatSewer			114.45			
	2	14457200 52402		Parks Dept	WatSewer			114.45			
	3	10955410 52402		Animal She	WatSewer			508.94			
	4	51054555 52402		SW Bldg	WatSewer			655.00			
	5	11153555 52402		HWY Bldgs	WatSewer			114.45			
							CHECK TOTAL	1,507.29			
14005	BALDWIN EMC		0000		INV	04/22/2021	4122021		5969		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	11153135 52490		HWY Mowing	TraffLight			32.00			
	2	14056200 52401		BC Aging	Electricit			169.00			
	3	11153135 52490		HWY Mowing	TraffLight			16.00			
	4	51054555 52401		SW Bldg	Electricit			258.00			
	5	51054555 52401		SW Bldg	Electricit			39.00			
	6	11153135 52490		HWY Mowing	TraffLight			77.00			
	7	11153135 52490		HWY Mowing	TraffLight			17.00			
	8	14457200 52401		Parks Dept	Electricit			27.00			
	9	51054555 52401		SW Bldg	Electricit			76.00			
	10	14056200 52401		BC Aging	Electricit			17.00			
	11	11153135 52490		HWY Mowing	TraffLight			40.00			
							CHECK TOTAL	768.00			
								768.00			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1042221 04/22/2021
DUE DATE: 04/22/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19021	CITY OF FAIRHOPE-UTIL	0000		INV	04/22/2021	4102021		5971		
ACCOUNT DETAIL							LINE AMOUNT			
1	14352555 52401		BRATS Bldg	Electricit			141.08			
2	14352555 52402		BRATS Bldg	WatSewer			35.57			
3	10051555 52401		GF Bldg	Electricit			53.04			
4	10051555 52402		GF Bldg	WatSewer			28.08			
5	10051555 52404		GF Bldg	Garbage			25.00			
6	10051555 52401		GF Bldg	Electricit			60.79			
7	10051555 52402		GF Bldg	WatSewer			12.03			
8	10051555 52403		GF Bldg	Gas			18.53			
9	10051555 52404		GF Bldg	Garbage			25.00			
10	10051555 52401		GF Bldg	Electricit			2,446.01			
11	10051555 52402		GF Bldg	WatSewer			28.08			
12	10051555 52403		GF Bldg	Gas			11.18			
13	10051555 52404		GF Bldg	Garbage			25.00			
14	10451904 52401		Legis BM	Electricit			36.53			
15	10051555 52402		GF Bldg	WatSewer			12.51			
16	10051555 52401		GF Bldg	Electricit			143.63			
17	10051555 52402		GF Bldg	WatSewer			12.03			
18	10051555 52403		GF Bldg	Gas			20.00			
19	10051555 52401		GF Bldg	Electricit			5,408.55			
20	10051555 52402		GF Bldg	WatSewer			102.98			
21	10051555 52403		GF Bldg	Gas			2,745.80			
22	10051555 52404		GF Bldg	Garbage			25.00			
CHECK TOTAL							11,416.42			
							11,416.42			
54257	FRONTIER COMMUNICATIO	0000		INV	04/22/2021	251-862-2883; APR'21		5941		
ACCOUNT DETAIL							LINE AMOUNT			
1	10051101 52290		Tele Syst	OthrChgs			68.45			
CHECK TOTAL							68.45			
							68.45			
133604	PETTY CASH - KELLY CH	0000		INV	04/22/2021	4142021		5859		
ACCOUNT DETAIL							LINE AMOUNT			
1	14056200 52510		BC Aging	Telephone			43.23			
							43.23			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**Detail Invoice List**

CHECK RUN: I042221 04/22/2021

DUE DATE: 04/22/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
133604	PETTY CASH - KELLY CH		0000		INV	04/22/2021	4162021		5921		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 14056200 52190			BC Aging	MiscSupp		33.12				
							CHECK TOTAL	33.12			
								76.35			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1042221 04/22/2021

DUE DATE: 04/22/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash									
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
51003 RIVIERA UTILITIES	0000		INV	04/22/2021	4152021		5972				
ACCOUNT DETAIL						LINE AMOUNT					
1	11153135	52490	HWY Mowing TraffLight			5.20					
2	10051555	52401	GF Bldg Electricit			335.85					
3	10051555	52402	GF Bldg WatSewer			52.19					
4	10051555	52403	GF Bldg Gas			117.24					
5	14352555	52404	BRATS Bldg Garbage			45.00					
6	10051555	52402	GF Bldg WatSewer			15.60					
7	10051555	52401	GF Bldg Electricit			1,944.13					
8	10051555	52402	GF Bldg WatSewer			134.75					
9	10051993	52405	Fly CHouse CableTv			93.75					
10	10051555	52402	GF Bldg WatSewer			20.80					
11	10051555	52401	GF Bldg Electricit			5,067.90					
12	10051555	52402	GF Bldg WatSewer			288.38					
13	10051555	52403	GF Bldg Gas			27.40					
14	10051555	52401	GF Bldg Electricit			74.85					
15	10051555	52402	GF Bldg WatSewer			49.11					
16	14352555	52404	BRATS Bldg Garbage			45.00					
17	10051555	52401	GF Bldg Electricit			81.49					
18	11153135	52490	HWY Mowing TraffLight			5.20					
19	10051555	52403	GF Bldg Gas			20.80					
20	14352555	52403	BRATS Bldg Gas			150.30					
21	11153135	52490	HWY Mowing TraffLight			15.44					
22	10051555	52403	GF Bldg Gas			36.62					
23	11153135	52490	HWY Mowing TraffLight			6.80					
24	11153555	52401	HWY Bldgs Electricit			687.46					
25	11153555	52401	HWY Bldgs Electricit			20.75					
26	11153555	52403	HWY Bldgs Gas			800.94					
27	11153555	52401	HWY Bldgs Electricit			860.17					
28	11153555	52403	HWY Bldgs Gas			20.00					
29	11153555	52401	HWY Bldgs Electricit			566.88					
30	11153555	52401	HWY Bldgs Electricit			57.42					
31	11153135	52490	HWY Mowing TraffLight			21.69					
32	11153135	52490	HWY Mowing TraffLight			5.00					
						11,674.11					
						CHECK TOTAL					
						11,674.11					

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1042221 04/22/2021
DUE DATE: 04/22/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
1886 STOKES, STEPHANIE L	0000		INV	04/22/2021	PPIN 118281		6075		
ACCOUNT DETAIL					LINE AMOUNT				
1 720 24000		Land Sales	DToPropOwn		800.00				
					CHECK TOTAL	800.00			
152240 VERIZON WIRELESS	0000		INV	04/22/2021	9875378089; 673		6076		
ACCOUNT DETAIL					LINE AMOUNT				
1 10052100 52510		Sheriff	Telephone		14,499.85				
2 10052200 52510		JailBU	Telephone		1,993.79				
3 70852708 52510		Comm Corre	Telephone		513.41				
					CHECK TOTAL	17,007.05			
152240 VERIZON WIRELESS	0000		INV	04/22/2021	9877520210; 673		6077		
ACCOUNT DETAIL					LINE AMOUNT				
1 10052100 52510		Sheriff	Telephone		14,715.08				
2 10052200 52510		JailBU	Telephone		2,026.51				
3 70852708 52510		Comm Corre	Telephone		513.36				
					CHECK TOTAL	17,254.95			
12 INVOICES	WARRANT TOTAL				61,901.12	61,901.12			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON

PA JOURNAL	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
SOURCE PROJECT STRING								
132	02/23/2021	2021/05/1512						
API HW18024000.1PRECN .1PERMIT		.1PERMITFEE	010224		6087	CK 920577	1	2.00
HW18024000 TOTAL:								2.00
** END OF REPORT - Generated by Robin Gail, Benson **								

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 450		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES								
185975	00000 HANCOCK BANK	6130 MAR '21		M042221A	14,275.80		.00	.00 9205777
CASH 999	2021/07	INV 03/29/2021	SEP-CHK: N	DISC: .00		10051100	52600	50.00 1099:
ACCT 10010	DEPT 555	DUE 04/22/2021	DESC:CREDIT	CARD SVCS; MAR '21		11153130	52600	365.55 1099:
						14351930	52600	1,077.20 1099:
						10051600	52600	-200.00 1099:
						14457238	52190	1.07 1099:
						10051965	52351	108.90 1099:
						10051995	52310	459.00 1099:
						51154801	54090	34.99 1099:
						10051300	52190	45.00 1099:
						14457238	52190	-1.07 1099:
						10052710	51700	147.00 1099:
						10051965	52351	150.00 1099:
						14457239	52310	225.71 1099:
						14457239	51500	6,899.94 1099:
						10052200	52510	313.13 1099:
						14457239	52510	466.05 1099:
						10051965	52510	102.10 1099:
						10051700	51700	150.00 1099:
						10051965	52351	594.00 1099:
						51054100	51710	1,120.00 1099:
						12051810	52110	140.96 1099:
						10052730	52110	1,532.00 1099:
						14457238	51500	91.83 1099:
						10051750	51700	190.00 1099:
						12051810	52600	106.22 1099:
						12051810	52600	106.22 1099:
1 APPROVED PAID INVOICES					TOTAL	14,275.80		
1 INVOICE(S)					REPORT POST TOTAL	14,275.80		

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 453		NEW INVOICES			
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
14125	00000 BLUE CROSS & BLU	6219		M042321B	21,728.95	.00	.00 9205780
		42257-998	40121				
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		79010790 51524	21,728.95 1099:
ACCT 10010	DEPT 51700	DUE 05/01/2021	DESC:BCSO MONTHLY ADMIN FEES				
14125	00000 BLUE CROSS & BLU	6220		M042321B	201,963.65	.00	.00 9205781
		42257 999	4162021				
CASH 999	2021/07	INV 04/22/2021	SEP-CHK: N	DISC: .00		79010790 51203	1,212.00 1099:
ACCT 10010	DEPT 51700	DUE 04/23/2021	DESC:BCC WEEKLY CLAIMS 4/12-4/16/21			79010790 51203	4,252.70 1099:
						79010790 51203	106.00 1099:
						79010790 51203	38.00 1099:
						79010790 51522	673.04 1099:
						79010790 51201	191,364.44 1099:
						79010790 51201	3,463.34 1099:
						79010790 51201	854.13 1099:
14125	00000 BLUE CROSS & BLU	6223		M042321B	52,412.62	.00	.00 9205782
		42257 998	4162021				
CASH 999	2021/07	INV 04/22/2021	SEP-CHK: N	DISC: .00		79010790 51204	952.20 1099:
ACCT 10010	DEPT 51700	DUE 04/23/2021	DESC:BCSO WEEKLY CLAIMS 4/12-4/16/21			79010790 51204	1,116.40 1099:
						79010790 51204	132.00 1099:
						79010790 51526	264.07 1099:
						79010790 51202	41,773.49 1099:
						79010790 51202	8,174.46 1099:
						79010790 51202	.01 1099:
						79010790 51526	-.01 1099:
3 APPROVED PAID INVOICES				TOTAL	276,105.22		
3 INVOICE(S)				REPORT POST TOTAL	276,105.22		



Baldwin County Commission

Agenda Action Form

File #: 21-0811, **Version:** 1

Item #: DJ1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Dr. Brian Pierce, Coroner

Submitted by: Brandy Byrd, Administrative Support Specialist III

ITEM TITLE

Proposal for Provision of a Conceptual Study and Cost Estimate for Relocating the Baldwin County Coroner's Facility

STAFF RECOMMENDATION

Discuss the Proposal to provide a conceptual study and cost estimate for relocating the Baldwin County Coroner facilities into the old Baldwin County 911 facility on McAuliffe Drive.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Dr. Brian Pierce, Coroner, respectfully requests the Baldwin County Commission to review the Proposal for a conceptual study and cost estimate for relocation of the Baldwin County Coroner Facilities into the old Baldwin County 911 facility on McAuliffe Drive.

FINANCIAL IMPACT

Total cost of recommendation: \$8,300.00

Budget line item(s) to be used: 10052400.51500

If this is not a budgeted expenditure, does the recommendation create a need for funding?

N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Administration Staff

Mr. Hal Gandy
PH&J Architects, Inc.
Post Office Box 215
Montgomery, Alabama 36101

Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A

Additional instructions/notes: N/A

PH&J architects
INCORPORATED
ARCHITECTS & INTERIOR DESIGN
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101

334-265-8781 ♦ www.phjarchitects.com ♦ phj@phjarch.com

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

April 20, 2021

Dr. Brian Pierce, Coroner
Baldwin County
County Road 54
Robertsdale, Alabama 36567

Dr. Pierce,

PH&J Architects are pleased to offer this Proposal to provide a conceptual study and cost estimate for relocating the Baldwin County Coroner facilities into the old Baldwin County 911 facility on McAuliffe Drive. After our tour of your existing facilities, we recognize the critical need the Coroner's office has for larger facilities. Our Services would include the following:

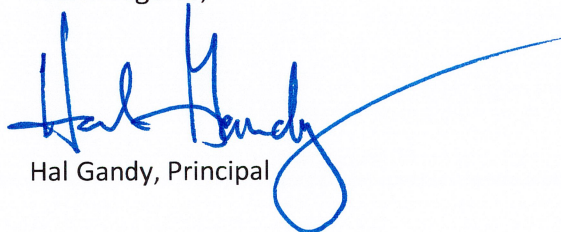
- Programming to establish the Agency's current and future staffing and infrastructure needs.
- Conceptual studies to examine solutions for the repurposing of the old 911 building including required additions along with concepts for site utilization and security.
- Conceptual cost estimates based on the final plan.

Deliverables would be 3 hard copies of the final report along with an electronic copy on digital media for your use. Our Fee for these Services would be a lump sum of \$8,300.00. This includes printing, communications (telephone, virtual meetings, email, etc.) along with travel to Baldwin County for meetings and to facilities you may wish to tour on day trips. Overnight travel to more distant facilities would be billed as a reimbursable for the cost of travel and accommodations with a 15% markup.

I hope this Proposal meets with your approval. We would be excited to work with you and your staff to help define this important and much needed project for Baldwin County.

Please do not hesitate to call if I can be of assistance.

Warm regards,



Hal Gandy, Principal



Baldwin County Commission

Agenda Action Form

File #: 21-0823, **Version:** 1

Item #: FM1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Cian Harrison, Clerk/Treasurer

Submitted by: Christie Davis, Accounting Manager

ITEM TITLE

WildNative LOL, LLC Security Deposit

STAFF RECOMMENDATION

Discuss the WildNative LOL, LLC agreement and determine if the \$10,000.00 security deposit should be refunded.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A**

Additional instructions/notes: N/A

January 25, 2021

To Whom It May Concern:

Enclosed you will find our report and fees from Live Oak Landing for December 2020.

This is our final report, all accounts have been settled and closed. Please send our \$10,000 security deposit to the following address:

WildNative, LOL LLC
P.O. Box 592
Daphne, AL 36526

Kind regards,



Michael Dorie
(251) 654 1558

WildNative LOL, LLC
Live Oak Landing Financial Report
December 2020

Boat Launch / Pavilion Fees Collected	Cost	Quantity	Revenue Collected
Individual Boat Launch	\$5.00		\$100.00
Tournament Boat Launch	\$5.00		\$0.00
Annual Pass			\$0.00
Pavilion Rental			\$0.00
- Wash Down / Weigh Station Water			-\$226.26
- Electric for boat ramp flood lights (12)			-\$341.58
- Expenses Related to Boat Launch			\$0.00
			<hr/> -\$467.84

Camping Fees Collected

RV Camping Monthly	\$7,682.34
RV Camping Weekly	\$400.00
RV Camping Nightly	\$1,386.59
Primitive Camping	\$517.20
RV Park Internet Access	\$0.00
- Check Refunds	\$0.00
Laundry Facility	\$48.00
3rd Party Bookings	\$306.00
	<hr/> \$10,340.13

Expenses

Electricity	\$1,819.03
Water / Sewer	\$1,101.65
Trash	\$100.34
Safety Inspection Fee	\$350.00
	<hr/> \$3,371.02

Fees Payable to Baldwin County


Total Boat Launch / Pavilion Fees	<hr/> -\$467.84
Total Payable to Baldwin County	<hr/> -\$467.84


Total Camping Fees Collected	\$10,340.13
- Utility Expenses	-\$3,371.02
- Credit Card Fees (up to 2%)	-\$199.72
Sub Total	<hr/> \$6,769.39
Total Payable to Baldwin County (58%)	<hr/> \$3,926.24

Check # 1357 \$3,458.40

Reporting - Items

You can now analyze your COGS and profits — upgrade to the new Item Sales Report. It's free! [Switch Now](#)

Start:  01-Dec-2020 12:00 am

End:  31-Dec-2020 11:59 pm

Note: This report is for **all items in paid (and partially paid) orders that were created** during this time period.

items assigned to multiple categories will be reported in the category that was created first. However, items assigned to multiple labels will be reported under each label.

Boat Launch

Name	Sold	Refunded	Item Revenue	Modifiers Revenue	Item Discounts	Order Discounts	Total
Boat Launch Fee	20	0	\$100.00	-	-	-	\$100.00
Total	20	0	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00

WILD NATIVE LOL LLC BKWBNSHZWMJ1E | MID: XXXXXXXXXX | 8700 LIVE OAK ROAD, STOCKTON, AL, 36579, US | Phone: 2518007464



NORTH BALDWIN UTILITIES

WWW.NORTHBALDWINUTILITIES.COM



25 Hand Avenue
Bay Minette, AL 36507



251.580.1626 office
251.937.0345 fax

OFFICE HOURS: Monday through Friday | 8AM until 4:30PM

PAY ONLINE: www.NorthBaldwinUtilities.com/Payments

Amount Due on

January 25, 2021

\$23.31*

Customer Number
Account Number

Customer Name WILDNATIVE, LOL LLC
Service Address 8700 LIVE OAK RD-STORE

*Add \$6.00 Late Fee if paid after Due Date.

Service Type	Bill Date	Reading Dates		Billing Days	Meter Readings		Usage	Amount
					Previous	Present		
PREVIOUS BALANCE	12/30/20	12/01/20	12/21/20	20	1843	1859	16	\$115.15
WATER SERVICE								\$104.00
TAX CHARGES								\$4.16
DEPOSIT APPLIED								-\$200.00
TOTAL CHARGES								\$23.31
FINAL BILL								

PAYMENT OPTIONS

- Online at www.NorthBaldwinUtilities.com/Payments
 - In-Person with cash, check, money order, debit/credit card*
 - By-Phone with a debit or credit card*
 - By-Mail using the payment coupon below
 - Electronic Draft using a checking account
- Monthly statements still generated
- *Visa / MasterCard ONLY. \$2.50 Convenience Charge applies.

Previous Balance \$115.15
Current Charges -\$91.84
Total Amount Due \$23.31

*Add \$6.00 Late Fee if paid after.

Past due balances are subject to disconnection!
No other notice(s) will be sent.

Reconnection Charge.....\$40.00
Returned Check Service Charge.....\$40.00

Natural Gas Customers and Excavators: Before you dig, call 811 to prevent damage to underground lines and other property. Detect a gas leak? Call IMMEDIATELY! If leak is indoors, open windows and doors. Do NOT turn lights on/off or create any other source of combustion. If odor is strong, evacuate. Call 251-580-1626 8am-4:30pm or 251-580-2559 after hours.

Notices / Announcements:

PIN#:

FINAL BILL

Please detach and return below portion with your payment.



NORTH BALDWIN UTILITIES
25 HAND AVE | BAY MINETTE, AL 36507



Please Pay by 01/25/2021

Customer #	Amount Due*	Amount Paid
	\$23.31	

*Add \$6.00 Late Fee if paid after Due Date.

Please make checks payable to:
NORTH BALDWIN UTILITIES
25 HAND AVE
BAY MINETTE AL 36507

WILDNATIVE, LOL LLC

Thank You For Your Payment

Please print this page for your records.

Payment Details

Company: North Baldwin Utilities

Customer #: [REDACTED]

Consumer Name: WILDNATIVE LOL LLC

Transaction Date: 01/05/2021 11:36 AM

Reference Number: 11076297

Total Amount Paid: \$26.26 (shown as "PNS*NORTH BALDWIN UTIL" on your statement and includes a \$2.95 Pay N Seconds Convenience Fee)

Paid By: Card

Account Holder: Michael Dorie

Card Number: [REDACTED]

Please allow up to 3 business days for this to post to your account.

If you have questions about this transaction, please contact North Baldwin Utilities at (251) 580-1626 or info@nbumail.com (<mailto:info@nbumail.com>).

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Cooperative

(251) 989-6247 or (800) 837-3374
P.O. Box 220 • Summerdale, AL 36580
www.baldwinemc.com

WILDNATIVE LOL, LLC
LIVE OAK LANDING - STORE

Summary Of Charges

Account Number:		Balance from Last Bill	\$275.00
Bill Date	12/16/20	Payment - Thank You	\$281.00 CR
Days Billed	32	Late Charge	\$6.00
Cycle Number	08	Current Charges:	
		Basic Service	\$26.15
		Electricity Used	\$40.11
		Outdoor Light Charge (12 Lights)	\$170.79
		State Utility Taxes	\$14.70
		Operation Roundup	\$0.25
		Current Charges	\$252.00
		Current Charges must be paid by	01/06/21

Electricity Used Includes:
PCA of 0.01222 per kWh

Current Charges - MUST BE PAID BY 01/06/21
OR ADDITIONAL CHARGES MAY APPLY

Important information about capital credits

Electricity is provided to you by the Alabama Electric Power Company (AEP) under a long-term contract. AEP is a member of the Touchstone Energy Group, which is a not-for-profit organization. Baldwin EMC is a member of the Touchstone Energy Group and is a not-for-profit organization.

Capital credits are a way for you to share in the success of the utility. They are a refund of the money you have paid for electricity. They are not a cash refund, but they can be used to offset your electricity bill.

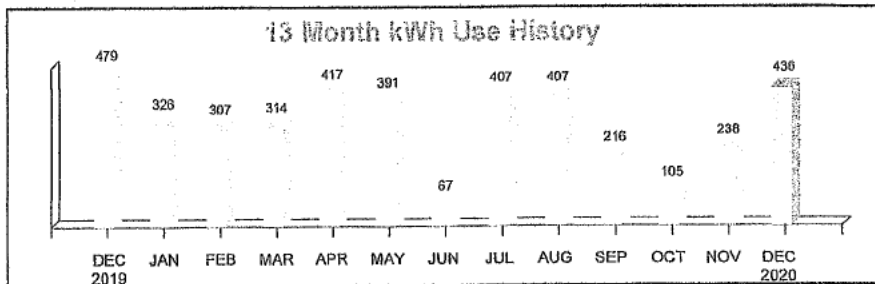
Any amount that is not used to offset your electricity bill will be paid to you in the form of a check. We expect to begin distributing capital credits in the near future. We will contact you when we begin distributing capital credits.

Detail of Current Use

141435105 37178 36742 436 1 436 2

Meter Reading from 11/06/20 to 12/08/20

*this field is kWh Used x Multiplier



Current Bill	32	436	14
Last Bill	31	238	8
One Year Ago	31	479	15

If you have any questions
about your capital credits,
please contact our member
service department at
(251) 989-6247.

Please Return Lower Portion With Your Payment To Ensure Proper Credit to Your Account. Retain Upper Portion For Your Records.

BALDWIN



Your Touchstone Energy
Cooperative

Baldwin EMC
P.O. Box 220
Summerdale, AL 36580

Cycle Number
08

Bill Date: 12/16/20
Account Number:
Current Charges: \$252.00
Current Charges Due By: 01/06/21
TOTAL AMOUNT DUE: \$252.00

Amount Paid \$ _____

Please enter any address corrections in the spaces provided below:

Member Signature Required

3769759 00 00003255 00003959 I=1

WILDNATIVE LOL, LLC
LIVE OAK LANDING - STORE

05360410030000252001

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www.baldwinemc.com

WILDNATIVE LOL, LLC
LIVE OAK LANDING - STORE

This is your final bill from Baldwin EMC

Thank you for the opportunity to serve you. If this final bill shows a credit balance, your refund check will be mailed within two to three weeks. If you have any questions, please call our Member Service Center at 251-989-6247 or 1-800-837-3374.

Summary Of Charges

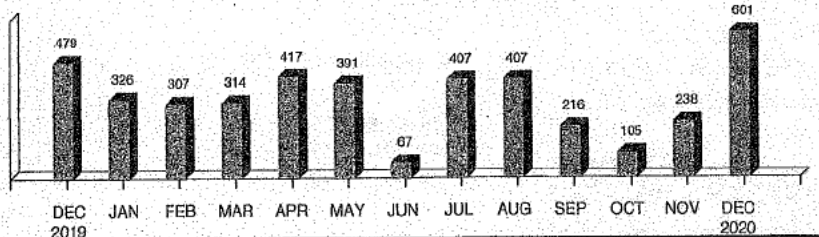
Account Number:		Balance from Last Bill	\$252.00
Bill Date	12/30/20	Payment - Thank You	\$0.00
Days Billed	46	Meter Deposit	\$600.00 CR
Cycle Number	08	Current Charges:	
		Basic Service	\$26.15
		Electricity Used	\$15.18
		Outdoor Light Charge (12 Lights)	\$170.79
		State Utility Taxes	\$13.15
		Current Charges	\$225.27
		Current Charges must be paid by	01/20/21
		Total Amount Due	\$122.73 CR

Electricity Used Includes:
PCA of 0.01222 per kWh

Detail of Current Use

141435105	37343	37178	165	1	165	2
Meter Reading from 12/08/20 to 12/22/20						*this field is kWh Used x Multiplier

13 Month kWh Use History



Current Bill	46	601	13
Last Bill	31	238	8
One Year Ago	31	479	15

Please Return Lower Portion With Your Payment To Ensure Proper Credit to Your Account. Retain Upper Portion For Your Records.

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Baldwin EMC
P.O. Box 220
Summerdale, AL 36580

Cycle Number
08

Bill Date:	12/30/20
Account Number:	
Current Charges:	\$225.27
Current Charges Due By:	01/20/21
TOTAL AMOUNT DUE:	\$122.73 CR

Your Kiosk Bar Code ➡

NmL 3775392 00 00000068 00000076 I=1

WILDNATIVE LOL, LLC
LIVE OAK LANDING - STORE

Amount Paid \$ _____

Please enter any address corrections in the spaces provided below:


Member Signature Required


053604100300000000004

Reporting - Items

You can now analyze your COGS and profits — upgrade to the new Item Sales Report. It's free!

[Switch Now](#)

Start:  01-Dec-2020 12:00 am

End:  31-Dec-2020 11:59 pm

Note: This report is for **all items in paid (and partially paid) orders that were created** during this time period.

items assigned to multiple categories will be reported in the category that was created first.
However, items assigned to multiple labels will be reported under each label.

Camping

Name	Sold	Refunded	Item Revenue	Modifiers Revenue	Item Discounts	Order Discounts	Total
Balance - RV Campsite (4 Weeks)	1	1	\$0.00	-	-	-	\$0.00
Primitive Campsite (Nightly)	12	0	\$240.00	-	-	-	\$240.00
Primitive Campsite (Weekly)	3	0	\$297.00	-	-	Total: \$-19.80 10% Off (2): \$-19.80	\$277.20
RV Campsite (4 Weeks)	16	0	\$8,000.00	-	-	Total: \$-317.66 Custom Order Discount (3): \$-317.66	\$7,682.34
RV Campsite (Nightly)	35	0	\$1,400.00	-	-	Total: \$-13.41 Custom Order Discount (1): \$-13.41	\$1,386.59

(/dashboard)
Dashboard (/dashboard)

(/u/michaeld54138b)

Back to Dashboard (/dashboard)
Payouts Listings (/dashboard/land/11873/listings)

Payout history

(/dashboard/payouts)

Calendar (/dashboard/calendar) Payouts

Manage payouts and taxes

(/dashboard/payouts/edit)

Messages (/u/messages)

Summary to date

Amount we have
transferred to you
\$5,933.70

Payout history

Transferred on
Dec 29, 2020Outstanding
balance
\$0.00Transferred on
Dec 22, 2020

-\$40.50 36.00

Transferred on
Dec 15, 2020

\$36.00

Transferred on
Dec 01, 2020

-\$279.00 279.00

Transferred on
Nov 24, 2020

\$94.50

Transferred on
Nov 17, 2020

\$76.50

Transferred on
Nov 10, 2020

\$108.00

Transferred on
Nov 03, 2020

\$54.00

How payouts work

When you receive a payment booking on Hipcamp, we make a payment to you in what we call a "payout". Every Tuesday, we process your secure payout system automatically processes that ended over the previous week and issues your corresponding payout.

Direct deposit payouts take 3-5 business days to reflect on your statement depending on your bank.

PayPal payouts will reflect on your PayPal account within 3-5 business days of transfer.

Help

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P.O. Box 220 • Summerdale, AL 36580
www.baldwinemc.com

WILDNATIVE LOL, LLC
LIVE OAK LANDING - RV PARK

***This is your final bill from
Baldwin EMC***

The account in your name at this
service location has been
disconnected.

Please pay the remaining amount
due for electricity used.

If you have any questions, please call
our Member Service Center at
251-989-6247 or 1-800-837-3374.

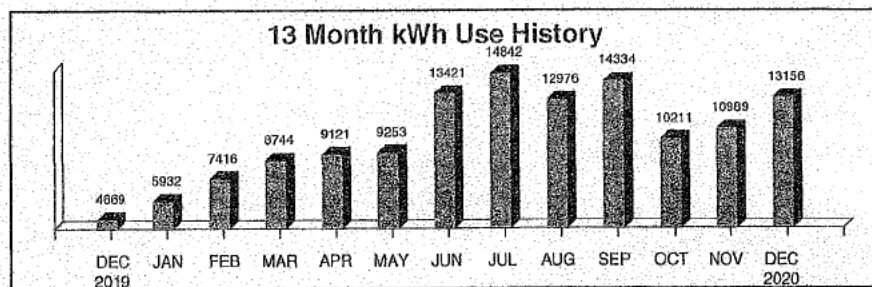
Summary Of Charges

Account Number:		Balance from Last Bill	\$961.00
Bill Date	12/30/20	Payment - Thank You	\$0.00
Days Billed	46	Meter Deposit	\$300.00 CR
Cycle Number	08	Current Charges:	
		Electricity Used	\$240.86
		Demand Charge	\$280.85
		State Utility Taxes	\$32.35
		Membership Fee	\$5.00 CR
		Current Charges	\$549.06
		Current Charges must be paid by	01/20/21
		Total Amount Due	\$1,210.06

Detail of Current Use

124659040	68939	65274	3685	1	3665	41
-----------	-------	-------	------	---	------	----

Meter Reading from 12/08/20 to 12/22/20 *this field is kWh Used x Multiplier



Current Bill	46	13156	286
Last Bill	31	10989	354
One Year Ago	31	4669	151

Please Return Lower Portion With Your Payment To Ensure Proper Credit to Your Account. Retain Upper Portion For Your Records.

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Baldwin EMC
P.O. Box 220
Summerdale, AL 36580

Cycle Number
08

Bill Date:	12/30/20
Account Number:	
Current Charges:	\$549.06
Current Charges Due By:	01/20/21
TOTAL AMOUNT DUE:	\$1,210.06

Amount Paid \$ _____

Please enter any address corrections in the spaces provided below:

Member Signature Required

Your Kiosk Bar Code

NmL 3775392 00 00000068 00000075 I=1

WILDNATIVE LOL, LLC
LIVE OAK LANDING - RV PARK

05360410010001210067

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www.baldwinemc.com

WILDNATIVE LOL, LLC
LIVE OAK LANDING - RV PARK

**This is your final bill from
Baldwin EMC**

The account in your name at this
service location has been
disconnected.

Please pay the remaining amount
due for electricity used.

If you have any questions, please call
our Member Service Center at
251-989-6247 or 1-800-837-3374.

Summary Of Charges

Account Number:		Balance from Last Bill	\$604.00
Bill Date	12/30/20	Payment - Thank You	\$0.00
Days Billed	46	Meter Deposit	\$350.00 CR
Cycle Number	08	Current Charges:	
		Basic Service	\$26.15
		Electricity Used	\$308.10
		State Utility Taxes	\$20.72
		Current Charges	\$354.97
		Current Charges must be paid by	01/20/21
		Total Amount Due	\$608.97

Electricity Used Includes:

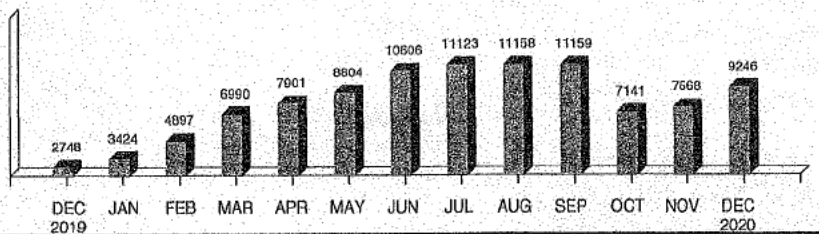
PCA of 0.01222 per kWh

Detail of Current Use

Account Number	Current Reading	Previous Reading	Change	Multiplier	Current Reading	Change
124659050	19615	16266	3349	1	3349	23

Meter Reading from 12/08/20 to 12/22/20 *this field is kWh Used x Multiplier

13 Month kWh Use History



Current Bill	46	9246	201
Last Bill	31	7568	244
One Year Ago	31	2748	89

Please Return Lower Portion With Your Payment To Ensure Proper Credit to Your Account. Retain Upper Portion For Your Records.

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Cooperative

Baldwin EMC
P.O. Box 220
Summerdale, AL 36580

Cycle Number
08

Bill Date:	12/30/20
Account Number:	
Current Charges:	\$354.97
Current Charges Due By:	01/20/21
TOTAL AMOUNT DUE:	\$608.97

Your Kiosk Bar Code

NmL 3775392 00 00000068 00000077 I=1

WILDNATIVE LOL, LLC
LIVE OAK LANDING - RV PARK

Amount Paid \$ _____

Please enter any address corrections in the spaces provided below:

Member Signature Required

05360410040000608979

Your payment was APPROVED

Authorization Code:	097426
Transaction ID:	4581341
Processor Transaction ID:	381002565957683
Transaction Date & Time:	Jan 02, 2021 9:43 AM
Total Payment Amount:	\$1,819.03

Account	Service	Amount
538041001	ELEC	\$1,210.06
538041004	ELEC	\$608.97
	Total:	\$1,819.03

Thank You For Your Payment

Please print this page for your records.

Payment Details

Company: North Baldwin Utilities

Customer #: [REDACTED]

Consumer Name: WILDNATIVE LOL LLC

Transaction Date: 01/25/2021 1:45 PM

Reference Number: 11232292

Total Amount Paid: \$274.98 (shown as "PNS*NORTH BALDWIN UTIL" on your statement and includes a \$7.88 Pay N Seconds Convenience Fee)

Paid By: Card

Account Holder: Michael Dorie

Card Number: [REDACTED]

Please allow up to 3 business days for this to post to your account.

If you have questions about this transaction, please contact North Baldwin Utilities at (251) 580-1626 or info@nbumail.com (<mailto:info@nbumail.com>).

Thank You For Your Payment

Please print this page for your records.

Payment Details

Company: North Baldwin Utilities

Customer #: [REDACTED]

Consumer Name: WILDNATIVE LOL LLC

Transaction Date: 01/05/2021 11:33 AM

Reference Number: 11076295

Total Amount Paid: \$626.67 (shown as "PNS*NORTH BALDWIN UTIL" on your statement and includes a \$17.96 Pay N Seconds Convenience Fee)

Paid By: Card

Account Holder: Michael Dorie

Card Number: [REDACTED]

Please allow up to 3 business days for this to post to your account.

If you have questions about this transaction, please contact North Baldwin Utilities at (251) 580-1626 or info@nbumail.com (<mailto:info@nbumail.com>).

Report Date: 01/21/2021
Report Time: 12:22

NORTH BALDWIN UTILITIES
Customer Recap Report

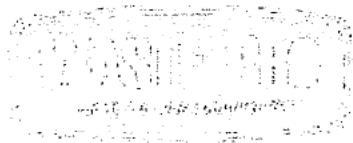
Page 1 of 1
CustRecap

Customer Information

```
=====
Number      [REDACTED]      Name      WILDNATIVE, LOL LLC
Rt/ACct-Sub 28/5002-11      Bill Address
cycle       5
Status      I              City, ST Zip [REDACTED]
                        SrvC Address LIVE OAK RV PARK
=====
```

Transaction Detail

```
=====
Date      Typ Description      Tran Amt   Posted   Src Reference Rate
-----
12/21/2020 WTR Mtr WTR Usage=      154      106.08 01/15/2021 CC 20978 W67
12/21/2020 TAX Tax on WTR              4.24 01/15/2021 CC 20978 WTX
12/21/2020 SWR Mtr SWR Usage=      154      106.78 01/15/2021 CC SWC
12/21/2020 DMI Dem Min SEWER SERVICE 250.00 01/15/2021 CC SWC
01/15/2021 DPA WTR Deposit Applied -200.00 01/15/2021 DRC W67
01/15/2021 DPT WTR Deposit Transferred 200.00 01/15/2021 DRC W67
01/15/2021 PBD PBD-WTR Paid by Deposit -106.08 01/15/2021 DRC W67
01/15/2021 PBD PBD-DTX Paid by Deposit -4.24 01/15/2021 DRC WTX
01/15/2021 PBD PBD-SWR Paid by Deposit -89.68 01/15/2021 DRC SWC
=====
```



402 - Mobile
5859 Commerce Rd
Milton, FL 325832318
PH: (251) 653-4774
FX:

Live Oak Landing

Account Details

Account Number:

Invoice Number:

Invoice Date:

11/20/2020

Balance Forward:

\$0.00

Payments:

\$0.00

Adjustments:

\$0.00

New Charges:

\$141.39

Total Amount Due:

\$141.39

Detail of Payments and Charges

Current	0-30 Days	31-60 Days	61-90 Days	Over 90
141.39	0.00	0.00	0.00	0.00

Dates	Description	Quantity	Charges
Site 056681-0001: Live Oak Landing 8700 Live Oak Rd			
12/01/2020 - 12/31/2020	FRONTLOAD 6 YD - SOLID WASTE SERVICE	1.00	112.35
	ENVIRONMENTAL RECOVERY		19.50
	FUEL RECOVERY		9.54

Total: 141.39

Important Message

There will be a 3% Service Charge added to any Credit Card Payments. We continue to offer free payment option by paying using your Bank Account information in our online bill pay portal. You may also mail the payment to the

Log on to our website at www.wasteprofla.com and address on your bill or use the QR code on the page. Choose your location and create an account. You can make payments and set up paperless billing. You can access your account anytime, anywhere.

LATE PAYMENT FEES WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED ON OR BEFORE 12/20/2020

THANK YOU FOR YOUR BUSINESS AND PROMPT PAYMENT. HAVE A GREAT DAY!

Please detach and return this bill to the address on the back of the bill.

Remittance Section

Account Number:

Invoice Number:

Invoice Date:

11/20/2020

Amount Due Now:

\$141.39

Amount Enclosed:

\$

Please put your account number on your check and make payable to WastePro or to pay online go to www.wasteprofla.com/bill-pay.

Live Oak Landing

WASTE PRO - MOBILE
PO Box 865261
Orlando, FL 32886-5261



402 - Mobile
5859 Commerce Rd
Milton, FL 325832318
PH: (251) 653-4774
FX:

Live Oak Landing

Account Details

Account Number: [REDACTED]
Invoice Number: [REDACTED]
Invoice Date: 12/20/2020
Balance Forward: \$0.00
Payments: \$0.00
Adjustments: -\$32.62
New Charges: \$-8.43
Total Amount Due: \$-41.05

Detail of Payments and Charges

Current	0-30 Days	31-60 Days	61-90 Days	Over 90
-41.05	0.00	0.00	0.00	0.00

Dates	Description	Quantity	Charges
Site 056681-0001: Live Oak Landing 8700 Live Oak Rd			
12/23/2020	FRONTLOAD 6 YD - SOLID WASTE SERVICE	-1.00	-32.62
12/23/2020	ENVIRONMENTAL RECOVERY	-1.00	-5.66
12/23/2020	FUEL RECOVERY	-1.00	-2.77

Total: -41.05

Important Message

There will be a 3% Service Charge added to any Credit Card Payments. We continue to offer free payment option by paying using your Bank Account information in our online bill pay portal. You may also mail the payment to the Log on to our website at www.wasteprousa.com or call 1-800-850-0000. Choose your location and create an account. You can make payments and set up paperless billing. You can access your account anytime, anywhere.

LATE PAYMENT FEES WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED ON OR BEFORE 01/20/2021

THANK YOU FOR YOUR BUSINESS AND PROMPT PAYMENT. HAVE A GREAT DAY!

Please detach and return this portion with your payment.

Remittance Section

Account Number: [REDACTED]
Invoice Number: [REDACTED]
Invoice Date: 12/20/2020
Amount Due Now: \$-41.05
Amount Enclosed: \$ _____

Please put your account number on your check and make payable to
WastePro or to pay online go to www.wasteprousa.com/bill-pay.



402 - Mobile
5859 Commerce Rd
Milton, FL 325832318

Live Oak Landing
PO BOX 7164
SPANISH FORT, AL 36577-7164

WASTE PRO - MOBILE
PO Box 865261
Orlando, FL 32886-5261

Alabama Building Inspection Services LLC

17:22 May 19, 2020

██████████ / WildNative LOL, LLC.
Live Oak Landing/8700 Stockton Way
Page 2 of 22



Definitions

NOTE: All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

A	Acceptable	Functional with no obvious signs of defect.
NP	Not Present	Item not present or not found.
NI	Not Inspected	Item was unable to be inspected for safety reasons or due to lack of power, inaccessible, or disconnected at time of inspection.
M	Marginal	Item is not fully functional and requires repair or servicing.
D	Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

Definitions

NOTE: All definitions listed below refer to the property or item listed as inspected on this report at the time of inspection

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M	Marginal	Item is not fully functional and requires repair or servicing.
D	Defective	Item needs immediate repair or replacement. It is unable to perform its intended function.

General Information

Inspector Name: Jim Pinion
Company Name: Alabama Building Inspection Services LLC
Address: P.O. Box 414
City State Zip: Saraland, Alabama 36571

Client Name: ██████████ / WildNative LOL, LLC.
Address:
City, State Zip:

Property Address: Live Oak Landing/8700 Stockton Way
City State Zip: Bay Minette, Alabama 36507

Method of Payment Check

Amount Received \$350.00



**COUNTY COMMISSION
BALDWIN COUNTY**

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica English
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

May 19, 2020

WILDNATIVE LOL, LLC
c/o Druhan & Tyler, LLC
Post Office Box 6
Mobile, Alabama 36601

**RE: Amended Lease Agreement for Store and Management Agreement for
Campground Located at Live Oak Landing between the Baldwin County
Commission and WildNative LOL, LLC**

To Whom It May Concern:

Please find enclosed a **fully executed copy** of the *Amended Lease Agreement* approved during the April 21, 2020, Baldwin County Commission meeting, between WildNative LOL, LLC and the Baldwin County Commission, for the *Amended Lease Agreement for Store and Management for Campground Located at Live Oak Landing*, an Alabama limited liability company which extends the initial term of the Lease Agreement (originally approved on June 22, 2017, and amended on August 21, 2018) to now terminate at 11:59 p.m. on September 25, 2020, instead of the former termination date on July 25, 2020.

If you have any questions or need further assistance, please do not hesitate to contact Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,

MONICA ENGLISH
Assistant Administrative Services Manger
Baldwin County Commission

ME/vk Item GA1

cc: Wayne Dyess
Brad Hicks, County Attorney
Michael Dorie, President, (via email – mdorie@wildnative.com)

ENCLOSURE(S)

AMENDED LEASE AGREEMENT
FOR STORE AND MANAGEMENT FOR CAMPGROUND
LOCATED AT LIVE OAK LANDING

KNOW ALL PERSONS BY THESE PRESENTS, that as of this ____ day of April, 2020, this Amended Lease and Management Agreement ("Amended Agreement") is made between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as "County") and WildNative LOL LLC, a limited liability company organized under the laws of the State of Alabama ("Tenant" or "Wildnative") based upon the following:

WHEREAS, the County and WildNative entered into that certain Lease and Management Agreement (the "Agreement"), covering the Leased Premises at Live Oak Landing as described in the Agreement and;

WHEREAS, the initial Term of the Agreement commenced on July 25, 2017 and terminates on July 25, 2020 ("Initial Term"). The Initial Term is scheduled to automatically renew for an additional three-year term at 11:59 p.m. on July 25, 2020, and the County and WildNative desire to amend the Agreement to provide for an extension of the Initial Term for two (2) additional months and an extension and amendment of the deadline to terminate the Agreement prior to triggering the automatic renewal provision.

NOW, THEREFORE, in consideration of the mutual covenants and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Amended Agreement by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such in the Agreement.

2. Amended Term. Paragraph 2.1 of the Agreement is amended as follows: the Initial Term of this Agreement is extended for an additional term of two (2) months. Specifically, the Initial Term will now terminate at 11:59 p.m. on September 25, 2020, instead of the former

termination date on July 25, 2020. The Agreement shall automatically renew as set forth therein unless either party elects to terminate by giving not less than thirty (30) days notice prior to the end of the respective term or renewal term. For the Initial Term, the deadline to terminate is 11:59 p.m. on August 26, 2020. Notwithstanding anything to the contrary in paragraph 16 of the Agreement, notice of termination under this paragraph may be given by the County to WildNative at the following email address: _____.

3. Counterparts. This Amended Agreement may be executed in counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one such counterpart.

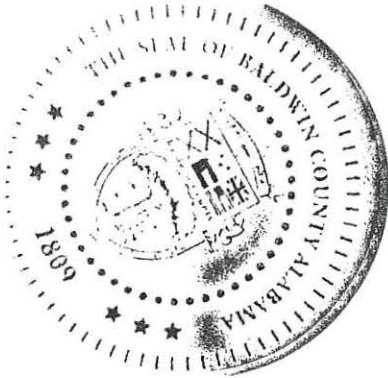
4. Continuation of Lease and Management Agreement. Except as expressly modified herein, the Lease Agreement and Management Agreement and all exhibits shall continue in full force and effect and is hereby ratified and affirmed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COUNTY

BALDWIN COUNTY COMMISSION



By: Billie Jo Underwood
BILLIE JO UNDERWOOD
Its: Chairman

Attest: Wayne Dyess
WAYNE DYESS
Its: County Administrator



WILDNATIVE
WILNATIVE LOL LLC
An Alabama Limited Liability Company

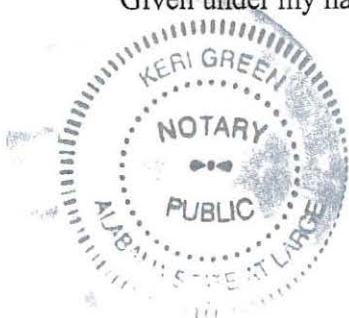
By: Michael Dorie
(print name) MICHAEL DORIE
Its: Member

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13th day of May, 2020.



Keri Green
Notary Public
My Commission Expires: 11/31/2024

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Barbara Simo Pate, a Notary Public, in and for said County in said State, hereby certify that Michael Dore, whose name as member of WILDNATIVE LOL LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she in his/her capacity as such Managing Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11 day of May 2020.

Barbara Simo Pate
Notary Public
My Commission Expires: _____

My Commission Expires:
November 6, 2023



00649768



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

August 21, 2018

WILDNATIVE LOL, LLC
c/o Druhan & Tyler, L.L.C.
Attorneys at Law
Post Office Box 6
Mobile, Alabama 36601

RE: Lease Agreement for the Store and Management Agreement for Campground Located at Live Oak Landing between the Baldwin County Commission and WildNative LOL, LLC – Authorization and Approval of Change Related to Extended Stay Option at the Campground

Dear Sir or Madam:

The Baldwin County Commission, during its regularly scheduled meeting held on August 21, 2018, took the following actions:

- 1) In accordance with Section 5.5 (b) of the *Lease Agreement for the Store and Management Agreement for Campground Located at Live Oak Landing* between the Baldwin County Commission and WildNative LOL, LLC, an Alabama limited liability company, which was originally approved by the Commission on June 22, 2017, authorized extended stay guests at the Campground to stay up to ninety (90) days instead of five (5) weeks, throughout the calendar year, subject to any future changes or amendments to the policies, rules and regulations approved by the County, in its discretion. Except as amended herein, all other terms and conditions of the Lease Agreement and exhibits shall remain in full force and effect.
- 2) In accordance with the County's authority to amend the policies, rules and regulations applicable to the Lease Agreement, Section 1 of Exhibit C to the Lease Agreement, LIVE OAK LANDING CAMPGROUND EXTENDED STAY POLICIES, RULES AND REGULATIONS, is hereby amended to read as follows:

Extended stay lots shall be subject to published daily, weekly or monthly rates.
- 3) Except as amended herein, all other terms and conditions of the Lease Agreement and exhibits shall remain in full force and effect.

WILDNATIVE LOL, LLC
August 21, 2018
Page 2 of 2

Enclosed is a copy of Agenda Item GA1 approved during the August 21, 2018, Baldwin County Commission meeting.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 937-0395 or Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,



FRANK BURT, JR., Chairman
Baldwin County Commission

FB/met Item GA1

cc: Ron Cink
Kim Creech
David Conner, County Attorney
Rebecca Gaines, County Attorney
Michael Dorie, President, Wildnative LOL, LLC (via email - mdorie@wildnative.com)

ENCLOSURE

LEASE AGREEMENT FOR STORE AND
MANAGEMENT AGREEMENT FOR CAMPGROUND
LOCATED AT LIVE OAK LANDING

This Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing (the "Agreement") is entered into by and between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as "County"), and WildNative LOL LLC, an Alabama limited liability company (hereinafter referred to as "Tenant" or "WildNative").

I LEASE AGREEMENT FOR STORE

WITNESSETH:

For and in consideration of the respective covenants and agreement of the parties contained herein, County does hereby lease and demise unto WildNative for and during the term of the Agreement the following described Leased Premises located in Baldwin County, Alabama, to wit:

That portion of the property described as Live Oak Landing, Parcel 1 in that certain Statutory Warranty Deed recorded as Instrument Number 1355257 in the Office of the Judge of Probate of Baldwin County, Alabama, which contains a retail store as outlined and depicted on the attached Exhibit A (the County reserves the right to substitute or add a legal description for the Leased Premises).

WildNative shall be entitled to use that portion of the Premises described above and as outlined and depicted on the attached Exhibit A for the operation of a retail sales store for services related to the operation of the campground and boat launch. The County reserves the right, in its sole discretion, to subdivide the premises and the surrounding property in order to create two or more lots or parcels. In that event, the parties agree that the legal description of the property outlined and depicted in Exhibit A may be substituted based on the subdivision by an addendum executed by the parties, if deemed necessary by the County.

1. USE OF LEASED PREMISES

1.1 The Leased Premises are to be used by WildNative for the sole purpose of operating a retail sales and rental store for services related to the operation of the campground, boat launch, kayak rentals and other services provided at Live Oak Landing. (WildNative shall be entitled sell alcohol for off-premise consumption only, subject all applicable laws, rules and regulations and any rules and regulations adopted by the County regarding the same, and WildNative shall obtain all required licenses.) Any other activity is expressly prohibited. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations of any lawful authority having jurisdiction over said Leased Premises, including, but not limited to, those relating to cleanliness, safety,

occupation and use of said Leased Premises and the nature, character and manner of the operation of the business conducted in or at said Leased Premises. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations pertaining to environmental protection, either through the EPA, ADEM (Alabama Department of Environmental Management) or other regulatory bodies.

1.2 WildNative is solely responsible for the safety of all employees, invitees, customers and guests relative to the Leased Premises.

1.3 County agrees that, if WildNative shall perform all of the covenants and agreements herein required to be performed by WildNative, WildNative shall, subject to the terms of this Agreement, have the peaceable and quiet enjoyment and possession of the Leased Premises.

2. DURATION OF LEASE TERM

2.1 Provided that WildNative has remitted unto County all rental payments, boat launch fees and all payments required to be paid to the County, the term ("Term") covered by this Lease Agreement shall be for a term of three years and shall commence thirty (30) days prior to the County's estimated completion date of the RV park and bath house being constructed by the County at Live Oak Landing, and shall terminate at 11:59 p.m. Central Time three years from the commencement date. This Agreement shall automatically renew for two additional three year terms, unless either party elects to terminate the Agreement by giving not less than sixty (60) days written notice prior to the end of the respective term or renewal term.

2.2 Either party may terminate this Agreement for cause by giving ninety (90) days written notice of such termination for cause. WildNative shall be responsible for making all payments required pursuant to the Lease Agreement through the date of termination and surrender of possession.

3. CONSIDERATION

3.1 In consideration of this Agreement, WildNative agrees to collect the money for boat launch fees and pavilion rental, and WildNative agrees to pay 100% of the funds collected to the County, less a maximum fee of two percent (2%) of the credit card transactions for any credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions, in exchange for the rent of the store for the Term of the Lease. WildNative shall provide documentation and records outlining all such credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions for boat launch fees and pavilion rental as deemed necessary by the County.

3.2 All scheduled rent payments, boat launch fees and other required payments shall be paid to the County on or before the first (1st) day of each month, and the first such monthly payment under this Agreement shall be due on the first day of the month following the commencement date of the Agreement. In the event the payments are not received by the

10th of each month, a late fee in the amount of 10% of the previous month's payment or \$150.00, whichever is greater, shall be paid to the County.

3.3 Payment of said rent shall be made by mailing or otherwise delivering a check or money order payable to at the following address:

For Standard Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

For Overnight Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

3.4 Said payments shall be made as indicated herein until such time as County may subsequently designate another place of payment.

3.5 Prior to the commencement of the lease, WildNative shall pay a security deposit in the amount of Ten Thousand Dollars (\$10,000.00) to secure the performance by WildNative of all terms and conditions of the Agreement and to secure payment to the County for (1) any losses or damages incurred by the County as a result of WildNative's failure to comply with the terms of this Agreement and (2) any losses, damages or reimbursements incurred by the County as a result of County's efforts to enforce the terms of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

4. MAINTENANCE AND REPAIR

4.1 WildNative has inspected the Leased Premises prior to the execution of this Lease, and agrees to accept the same in its present condition. WildNative is taking the Leased Premises in "as is" condition. WildNative shall maintain and keep in a good state of repair all improvements situated on the Leased Premises, including, without limitation, windows, interior of the building, heating and air conditioning unit(s) and routine maintenance. WildNative shall be solely responsible for the maintenance of any additional improvements constructed by WildNative, as approved by the County, including, without limitation, renovations and any additional heating and air conditioning units, electrical wiring and plumbing. Subject to the limitations set forth below, WildNative shall be solely responsible for maintaining and keeping the Premises in a good state of repair, free from refuse and rubbish, and yards maintained, and shall return and surrender possession of the same at the expiration or termination of this lease in like good order as at the commencement of said Term, natural wear and tear excepted. Provided, however, that County shall be responsible for the maintenance and repair of the exterior, electrical wiring and plumbing in the building existing at the time of commencement of the Agreement, and the County shall provide grass mowing and landscaping, as deemed necessary by the County, in its sole discretion.

4.2 It is expressly understood and agreed between the parties hereto that the County shall not be responsible for the maintenance or repair to any of the items described herein which said maintenance or repair is necessitated by any act of WildNative or WildNative's invitees or licensees, it being expressly agreed by the parties hereto that such maintenance and repair shall be the obligation of WildNative, including any repair to the electrical wiring, plumbing and heating and air conditioning unit(s), provided, however, that WildNative shall not be responsible for any repairs necessitated as a result of negligence or intentional acts of County or its employees or agents.

4.3 WildNative may, at WildNative's expense, make such alterations in, or additions to, the building or Leased Premises, as WildNative may deem necessary to fit the same for the business of WildNative, upon first obtaining written approval of County, in County's sole discretion. It is understood that any and all improvements shall become property of the County, with the exception of fixtures purchased by WildNative which can be removed without damage to the Leased Premises.

4.4 County shall not be required to do any repairs upon the Leased Premises or building thereon other than those agreed upon by the County in writing at the commencement of the Lease, if any, and the County shall not be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of said roof, plumbing, gas, electrical, water, steam or other sewerage, or the bursting, leaking or running of any cistern tank, wash pan, water closet, or waste pipe, in, above or upon said building, premise or appliances located therein.

4.5 It is further understood and agreed by the parties hereto that nothing herein shall be construed as denying the County the right to make any repairs which are deemed necessary during the Term of this Lease, such right being expressly reserved unto the County.

4.6 WildNative shall also be responsible for the maintenance of fire extinguishers and pest control.

4.7 The cost of all utilities related to the Leased Premises and the operation of the retail store, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, shall be the sole responsibility of WildNative.

II. MANAGEMENT AGREEMENT FOR CAMPGROUND

5. MANAGEMENT AND OPERATION OF THE CAMPGROUND

5.1 WildNative shall be responsible for the management and operation of the campground, including the RV sites, primitive sites and bath house, subject to any rules, regulations or procedures adopted by the County, in its discretion. Attached as Exhibit B is a drawing of the campground and bath house as it will exist on the date of commencement, subject to any changes or modifications deemed necessary by the County, in its discretion.

5.2 As set forth in Section 5.1 and as depicted in Exhibit B, the County has installed or will install twenty-eight (28) RV sites, and County reserves the right to install additional RV sites, in its sole discretion. WildNative shall be responsible for installing the primitive camp sites, with an initial twenty (20) primitive camp sites to be installed on a location to be determined by the County. The installation of any further primitive camp sites may be approved by the County, in its discretion. WildNative may seek grant funding or assistance from other agencies, subject to the approval of the County, in its discretion.

5.3 WildNative shall be responsible for managing the campground, collecting all rental fees, maintaining the campground facilities, mowing grass, collecting trash and debris, cleaning the campground and providing adequate staff for the campground operations.

5.4 WildNative shall be entitled to charge an appropriate variable rent of not less than ten dollars (\$10.00) and not more than thirty dollars (\$30.00) per day for primitive campsites and not less than thirty-five dollars (\$35.00) and not more than sixty-five dollars (\$65.00) per day for RV sites, unless the County approves an increase or decrease, in its discretion. WildNative shall be required to publish a rate schedule outlining the rental rates to be charged during the year, including any discounts that may apply, which shall be provided to the County. The County reserves the right to authorize or require discounts for Baldwin County residents, in its discretion. The County reserves the right, in its discretion, to allow non-profit groups (for example, the Boy Scouts or Girl Scouts) to use the campground and facilities rent free.

5.5 (a) No camper or guests shall be allowed to stay in the same campsite for more than twenty-one (21) days, and no camper or guest shall be allowed to stay longer than twenty-one (21) consecutive days in the campground, unless otherwise approved or authorized by the rules and regulations adopted by the County. Campers and guests must leave the campground for a minimum of one (1) week. (b) Beginning on November 1 and ending seven days prior to the week of Spring Break as determined by the Baldwin County Board of Education for each year of the term (which shall be no later than April 1), WildNative may offer an extended stay option, subject to any policies, rules or regulations adopted by the County in its discretion. Subject to site availability and the policies, rules and regulations adopted by the County, WildNative may allow extended stay guest to utilize up to fourteen (14) sites for extended stay, provided, however, that no extended stay guests shall be allowed to stay in the same campsite for more than five (5) weeks, and extended stay guests must leave the campground for a minimum of three (3) weeks before returning to the campground. The initial policies, rules and regulations approved by the County shall be subject to amendment at any time, are attached hereto as Exhibit C.

5.6 Access to the campground may be restricted subject to rules and regulations approved by the County.

5.7 The cost of all utilities related to the campground only, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, are to be deducted from the gross rent revenue collected from the RV and primitive campsites each month, and the

net rent revenue collected after the such deduction for utilities shall be subject to the payment of the management fees to WildNative as set forth in Section 5.8.

5.8 County shall pay WildNative a management fee based on the following schedule:

- A. WildNative shall be entitled to receive a management fee for the RV sites based on the number of RV sites constructed subject to the following schedule:
 - 1. Twenty-eight (28) to fifty-nine (59) RV sites constructed; forty-two percent (42%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 2. Sixty (60) to eighty-nine (89) RV sites constructed; twenty-six percent (26%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 3. Ninety (90) to One Hundred Twenty-four (124) RV sites constructed; nineteen percent (19%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 4. One Hundred Twenty-five or more RV sites constructed; fourteen percent (14) of net rent revenue for the rental of the RV sites and primitive campsites each month as described in Section 5.7.
- B. WildNative shall collect all campground rental fees, and after the deduction of the cost of the utilities as set forth in Section 5.7, WildNative shall remit all amounts collected to the County, less the management fees based on the net rent revenues as set forth above.

5.9 The term of the management agreement term shall coincide with the term of the lease and shall be subject to termination in the same manner as the lease.

III. REMAINING PROVISIONS APPLICABLE TO THE LEASE AGREEMENT FOR STORE AND MANAGEMENT AGREEMENT FOR CAMPGROUND

6. UTILITIES AND CARE OF PREMISES

6.1 Except as expressly set forth in this Agreement, WildNative agrees to pay all bills, cost of installation or maintenance incurred for electricity, water, gas, sewer, telephone, internet services, garbage or other utilities of whatsoever kind used on the Premises during the term of this Agreement; to keep all electrical apparatus in good order; to permit no waste of the property, or allow the same to be done, but to take good care of the same; and upon the termination of this Agreement, to surrender quiet and peaceable possession of the said Premises in like good order as at the commencement of said term, natural wear and tear excepted. Utilities will be transferred from County to WildNative upon commencement of the Agreement, and any charges for services through that date will be prorated between the parties.

**7. INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE
EXTENDED COVERAGE INSURANCE**

7.1 Indemnity. County shall not be liable to WildNative or to WildNative's employees, agents, licensees, guests or visitors, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct of WildNative, its employees, subtenants, licensees, guests, visitors or concessionaires, or of any other person entering the Premises under the express or implied invitation of WildNative, or arising out of the use of the Premises by WildNative and the conduct of its business therein, or arising out of any breach or default by WildNative in the performance of its obligations hereunder or resulting from any other cause. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE, TRUSTEE, BENEFICIARY, INSURER OR EMPLOYEE OF COUNTY (HEREIN COLLECTIVELY CALLED A "COUNTY RELATED PARTY") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE PREMISES; OR (II) THE OPERATION OR CONDUCT OF WILDNATIVE'S BUSINESS WITHIN THE PREMISES (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE CAUSED SOLELY BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY COUNTY RELATED PARTY. WILDNATIVE SHALL, AT WILDNATIVE'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO COUNTY.**

WildNative shall not cause or permit hazardous materials to be brought upon, kept or used in or about the Premises other than as is necessary or useful to WildNative's business. Any such hazardous material shall be used, kept and stored in a manner that complies with all laws regulating any such hazardous material. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND COUNTY RELATED PARTIES FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES AS A RESULT OF THE CONTAMINATION OF THE PREMISES BY ANY SUCH HAZARDOUS MATERIALS OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES**

WITHOUT LIMITATION COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE PRESENT IN THE SOIL OR GROUNDWATER OR UNDER THE PREMISES AS A RESULT OF WILDNATIVE'S ACTIONS. WITHOUT LIMITING THE FOREGOING, IF THE PRESENCE OF ANY HAZARDOUS MATERIAL ON THE PREMISES CAUSED OR PERMITTED BY WILDNATIVE RESULTS IN ANY CONTAMINATION OF THE PREMISES, WILDNATIVE SHALL PROMPTLY TAKE ALL ACTIONS, AT ITS SOLE EXPENSE, AS ARE NECESSARY TO RETURN THE PREMISES TO THE CONDITION EXISTING PRIOR TO THE INTRODUCTION OF ANY SUCH HAZARDOUS MATERIAL TO THE PREMISES. "HAZARDOUS MATERIAL" SHALL MEAN ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF ALABAMA OR THE UNITED STATES GOVERNMENT.

7.2 Responsibility for Insurance Coverage:

(a) WildNative shall, during the Term, at its sole expense, obtain and keep in force, the following types of insurance insuring the WildNative and County and County Related Parties (County and County Related Parties shall at all times be named as an additional insured), as their respective interests may appear, (i) comprehensive general liability insurance coverage, personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability with limits of not less than One Million Dollars (\$1,000,000.00) (the aggregate limits of such insurance to apply specifically to the Premises and not to multiple locations); (ii) "All Risk" Physical Damage insurance for WildNative's property (personal property, fixtures and leasehold improvements) in or on the Premises, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, for the full insurable value thereof, including an endorsement provided for "loss of income" coverage; and (iii) All Risk Property Damage Insurance covering any building or improvements constructed by WildNative on the Premises (including exterior walls, downspouts, gutter and roof), in an amount not less than ninety (90%) percent of full replacement cost (exclusive of the cost of excavations, foundations, and footings), and with such retention and amounts deductible as County may in its discretion permit, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, and such other risks as County may from time to time determine and with any such deductibles as County may from time to time require. All such policies shall name County and County Related Parties as additional insureds.

(b) WildNative shall furnish evidence satisfactory to County of the existence of and maintenance of such insurance prior to or contemporaneous with the commencement of the Term and thereafter at least fifteen (15) days prior to any date on which such policy is required to be renewed. WildNative shall obtain a written obligation on the part of each insurance company to notify County at least thirty (30) days prior to the cancellation of such insurance.

7.3 Non-Liability for Certain Damages: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER COUNTY NOR ANY COUNTY RELATED PARTY SHALL BE LIABLE FOR DAMAGES TO WILDNATIVE OR ANY PARTY CLAIMING THROUGH WILDNATIVE FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OR FOR INTERRUPTION OR DAMAGE TO BUSINESS RESULTING FROM ANY OF THE FOLLOWING REASONS: (A) ANY ACT, OMISSION OR NEGLIGENCE OF WILDNATIVE OR WILDNATIVE'S EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, SUBTENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (B) ANY ACT, OMISSION OR NEGLIGENCE OF ANY OTHER TENANT WITHIN THE BUILDING, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, TENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (C) THE REPAIR, ALTERATION, MAINTENANCE, DAMAGE OR DESTRUCTION OF THE PREMISES OR ANY OTHER PORTION OF THE PREMISES (INCLUDING THE CONSTRUCTION OF LEASEHOLD IMPROVEMENTS FOR OTHER TENANTS OF THE PREMISES); (D) VANDALISM, THEFT, BURGLARY AND OTHER CRIMINAL ACTS (OTHER THAN THOSE COMMITTED BY COUNTY'S EMPLOYEES); (E) ANY DEFECT IN OR FAILURE OF IMPROVEMENTS, EQUIPMENT, PIPES, WIRING, HEATING OR AIR CONDITIONING EQUIPMENT, STAIRS, ELEVATORS, OR SIDEWALKS; THE BURSTING OF ANY PIPES OR THE LEAKING, ESCAPING OR FLOWING OF GAS, WATER, STEAM, ELECTRICITY, OR OIL; BROKEN GLASS; OR THE BACKING UP OF ANY DRAINS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY COUNTY RELATED PARTY; (F) INJURY DONE OR OCCASIONED BY WIND, SNOW, RAIN OR ICE, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION, ORDER OF ANY GOVERNMENTAL BODY OR AUTHORITY, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF COUNTY. UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR DAMAGES RELATED TO BUSINESS INTERRUPTION, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR LOSS OF PROFITS.

8. LOSS OF BUILDING

8.1 If the buildings located on the Premises are totally or partially damaged or destroyed by fire, or other cause, so as to be partially or totally unfit for the use or purpose for which the same is hereby let, the County may elect to repair or rebuild same within ninety (90)

days after receiving written notice from WildNative of such destruction. If such election is made, the County shall proceed to rebuild or repair the said building with due diligence. The rent during said time of reconstruction shall be reduced in the proportion that said Leased Premises in the untenable or unfit condition bears to the condition of the said Leased Premises immediately prior to said damage; provided, however, that in the event County fails to make such election to repair or rebuild within the aforesaid ninety (90) days after WildNative properly notifies the County of such damage, this Agreement may be terminated by WildNative by written notice to the County at any time after the expiration of said ninety (90) day period. Such notice must be given prior to the commencement of reconstruction by the County, and in the event that reconstruction is begun by the County subsequent to said ninety (90) day period and prior to notification by WildNative of its intent to terminate this Agreement, then WildNative will be deemed to have waived the right to so terminate.

9. EMINENT DOMAIN

9.1 In the event the whole of the Premises shall be taken by federal, state, county, city, public utility or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Premises, the Term hereby granted and all rights of WildNative hereunder shall immediately cease and terminate, and the rent herein provided for shall be adjusted as of the date of such termination of this Agreement.

9.2 In the event that a portion of the Premises be taken by such authority, this Agreement shall continue in full force and effect as to the property remaining, provided, however, that said property remaining is capable of a continued enjoyment by WildNative for the uses and purposes provided herein.

10. DEFINITION OF DEFAULT

10.1 The happening of any one or more of the following events shall constitute events of default hereunder:

- (a) The levy of execution or other legal process upon the interest of WildNative in the leasehold estate herein created on in this Agreement, or upon any property of WildNative located upon the Leased Premises that remain in effect for thirty (30) days from such levy.
- (b) The adjudication of WildNative to be bankrupt, or the approval of a petition for a reorganization of WildNative filed in good faith, in proceedings instituted under the bankruptcy laws, which remain in effect for thirty (30) or more days from such adjudication.
- (c) The making of an assignment by WildNative for the benefit of creditors with respect to all or substantially all of the WildNative's property.

- (d) The appointment of a receiver of WildNative or of WildNative's property by a court of competent jurisdiction which remains in effect for thirty (30) or more days from such appointment.
- (e) The failure of WildNative to pay any installment of rent, boat launch fees or any other payments hereunder at the maturity thereof and the continuance of such failure for a period of thirty (30) days after such maturity. It is understood and agreed between the parties hereto that it shall not be necessary for the County to give notice of rents, boat launch fees or other payments to become due or being unpaid, or to make any demand for same, the execution of this Agreement, signed by WildNative, which execution is hereby acknowledged, being sufficient notice of the rents, boat launch fees and other payments being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.
- (f) The failure of WildNative to perform any duty or obligation herein imposed upon WildNative at the time when this Agreement requires said duty or obligation to be performed and the continuance of such failure for a period of thirty (30) days after County provides written notice to WildNative of such failure.
- (g) The vacation of said Premises or abandonment of possession of the same by WildNative, or the use by WildNative of said Premises for purpose other than those for which the same are hereby let which is not cured within thirty (30) days after County provides written notice to WildNative of such act in violation of this Agreement.
- (h) Violation by WildNative of any laws, rules or regulations regarding the use of the Premises.

11. REMEDIES UPON DEFAULT

11.1 In the event of default by WildNative as provided in paragraph 10 hereof which is not cured within the cure periods provided, County shall have the right, at County's option:

- (a) To declare the remaining balance of rent for the entire term of this Agreement immediately due and payable and proceed by attachment, suit or otherwise to collect the whole amount for the entire Agreement term;
- (b) To charge interest on the balance at the rate of eighteen percent (18%) per annum or the highest rate allowed by the laws of the State of Alabama, whichever is less.

- (c) To cancel, terminate and annul this Agreement and immediately re-enter and repossess the let Premises;
- (d) To demand immediate possession of the Premises without annulling this Agreement; and
- (e) In the event this Agreement is in default by WildNative, County has the right to place "For Rent" signs on the building while such event of default is in existence and has not been cured. WildNative agrees to allow County, or parties authorized by County, to visit and inspect the building or show for view for buying or renting the same immediately upon default of the Agreement.

11.2 In the event of the action referred to in paragraph 10.1(c) above, WildNative shall immediately surrender possession of the Premises, and the County shall have the right, but not the obligation, at County's option, for the balance of the Agreement term, to rent the Premises, and WildNative shall pay to the County the difference between the rent reserved in this Agreement and any lesser amount of rent which the County may procure by renting the Premises to such other party.

11.3 The exercise by County of the right to declare the entire rent due for the entire term, and subsequent proceedings by the County to collect said rent, shall not affect County's right to exercise the privileges granted County in paragraph 10.1 above. The acceptance of rent by County after a violation of a duty or obligation of WildNative or breach by WildNative of a condition to this Agreement shall not be deemed a waiver of any default that may exist hereunder. The remedies provided for herein shall be cumulative and nothing contained herein shall be construed as restricting or limiting any right which the County may have, to recover damages, or other remedy provided by law, from WildNative for a breach of this Agreement.

12. ATTORNEY'S FEES

12.1 If an event of default by WildNative hereunder occurs, and in the event of the subsequent employment by the County of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or on account of bankruptcy proceedings by or against WildNative, or legal process being issued against the leasehold interest of WildNative in the let Premises, or against any property of WildNative located upon the Premises, or upon the necessity of the County employing an attorney on account of any violation of the conditions of this Agreement by WildNative, in such event, WildNative hereby agrees to pay and shall be taxed with a reasonable attorney's fee and related costs for the services of such attorney on behalf of the County and any County Related Party.

13. TAXES

13.1 WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon (i) the land and improvements hereby leased; and (ii) any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by County. WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by WildNative. WildNative shall, within fifteen (15) days of receiving notification of same, pay all property taxes assessed against the property, provided however that WildNative shall pay only the prorated portion of such taxes accruing during WildNative's occupancy of the Premises.

14. ACCESS TO RECORDS

14.1 Upon request, WildNative shall respond to requests for information and/or provide reports regarding the Agreement and the condition of the building to the County Commission or the County Administrator. WildNative shall maintain an accounting system and records to evidence or prove all required payments pursuant to this Agreement, and these records shall be kept for a minimum of three (3) years or as otherwise required by any applicable laws, rules and regulations.

15. ASSIGNMENT

15.1 WildNative shall not have the right to assign, sublease or transfer this Agreement without the prior written consent of County, which consent may be withheld, in the sole discretion of the County.

16. NOTICES

16.1 All notices given hereunder shall be made by either (1) delivery by hand to the address of WildNative or in person to WildNative, or posted at the entrance of the Leased Premises of WildNative for a period of twenty-four (24) hours; or (2) to WildNative or County in writing and sent by U.S. Registered or U.S. Certified Mail, postage prepaid, addressed as follows:

County: BALDWIN COUNTY COMMISSION
Attn.: Chairman of the Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

WildNative: WILDNATIVE LOL LLC.
C/O Druhan & Tyler, L.L.C.
Attorneys at Law
1106 Dauphin Street
Mobile, Alabama 36604

Mailing Address:
P.O. Box 6
Mobile, Alabama 36601

Each party may, by like notice, from time to time, designate any further or different address to which subsequent notices shall be sent.

17. HOLDING OVER

17.1 In the event that WildNative remains in possession of the Leased Premises or any part thereof after the expiration of said lease term, WildNative shall be a tenant at will of the County, and upon demand, WildNative shall surrender peaceable possession of said Premises to the County. In such event, all of the terms, conditions and covenants of this Agreement shall remain in full force and effect, and WildNative shall furnish written notice to the County of WildNative's intention to terminate said Agreement sixty (60) days prior to such termination, and failure to so notify the County shall render WildNative liable for the rents due under the terms of this lease for a period of two (2) months following the vacation of the premises, in addition to any other damage of whatsoever kind suffered by the County as a result of the failure of WildNative to so notify. County expressly reserves the right to exercise or pursue any and all remedies available at law or in equity.

18. SURRENDER OF POSSESSION

18.1 WildNative agrees that, upon the expiration of the lease term herein, WildNative will surrender quiet and peaceable possession of said Leased Premises in like good order as at the commencement of said term, reasonable wear and tear excepted. WildNative further agrees that WildNative shall be liable unto the County for the restoration of the Leased Premises to the same good condition that the said property was in as of the commencement date of the lease term herein, reasonable wear and tear excepted, and provided that such restoration is made necessary by damages caused to the leased property by WildNative through WildNative's negligence, willful act, abuse or other misuse of the leased property, reasonable wear and tear excepted.

19. SUCCESSIVE INTEREST

19.1 This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of each of the parties hereto.

20. EQUIPMENT AND FURNISHINGS / INTERNET SERVICES

20.1 The County, in its sole discretion, may allow for the use or purchase or lease of certain equipment, furnishings or internet services. If the County so elects and WildNative agrees, the parties may enter into a separate agreement or addendum to this Agreement outlining such terms and conditions.

21. LIEN ON LEASEHOLD

21.1 As further consideration of the Agreement and to secure the prompt payments of the rents due hereunder, a first lien is hereby expressly reserved by the County and granted by WildNative upon the terms of this Agreement and upon all interest of WildNative in this Agreement for the payment of rent and also for the satisfaction of any cause of action which may accrue to the County by provisions of this instrument. A first lien is expressly reserved by the County and granted by WildNative upon all buildings, improvements, fixtures, water fixtures, gas fixtures and any other fixtures of whatsoever kind erected or put in place or that may be erected or put in place upon the Leased Premises by or through WildNative for the payment of rent, and also for the satisfaction of any cause of action which may accrue to the County by the provisions of this Agreement.

22. SIGNAGE

22.1 All signage on the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations, and shall be subject to the approval of the County, in its sole discretion. No political signs or advertisements shall be placed on the Premises.

23. NO THIRD PARTY BENEFICIARIES

23.1 This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and permitted assigns, and no other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. [NOTE: Discuss Rental Agreements.]

24. ENTIRE AGREEMENT

24.1 This instrument constitutes the entire Agreement and understanding of the parties hereto of the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, restrictions, warranties, or representations between or among the parties hereto other than those set forth herein.

25. GOVERNING LAW

25.1 This Agreement shall be deemed to have been made within the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, the County and WildNative, by and through their duly authorized representatives, have signed duplicate originals of this Agreement on this the 1st day of August, 2017.

COUNTY

BALDWIN COUNTY COMMISSION

Attest:

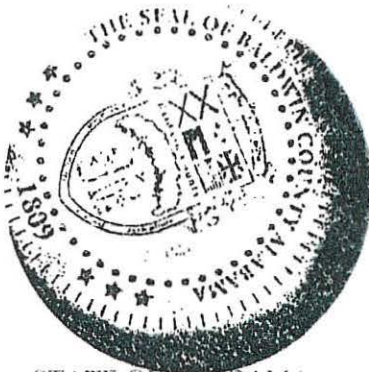
Ronald J. Cink
RONALD J. CINK
County Administrator/Budget Director

By: T. Christopher Elliott
T. CHRISTOPHER ELLIOTT
Its Chairman

WILDNATIVE

WILDNATIVE LOL LLC
An Alabama limited liability company

By: Michael Dorie
Its Director



STATE OF ALABAMA

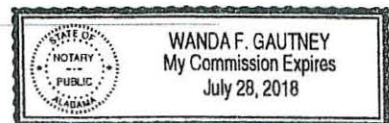
COUNTY OF BALDWIN

I, Wanda F. Gautney, a Notary Public, in and for said County in said State, hereby certify that T. CHRISTOPHER ELLIOTT, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD J. CINK, whose name as County Administrator/Budget Director, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 14th day of September

Wanda F. Gautney
Notary Public, Baldwin County, Alabama
My Commission Expires:

Page 16 of 17



STATE OF ALABAMA

COUNTY OF Baldwin

I, Maria Wojciechowski, a Notary Public, in and for said County in said State, hereby certify that Michael Deric, whose name as Director of WILDNATIVE LOL LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 1st day of August, 2017.

Maria Wojciechowski

Notary Public, Baldwin County, Alabama

My Commission Expires: 12/14/2020

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507



Baldwin County Parcel Viewer

Find address or place

Navigation Tools

Search Tools

Map Tools

+

-

10m

40ft

Parcels

Zoom

Clear

Parcel Number

Pin

Owner

Address

Address2

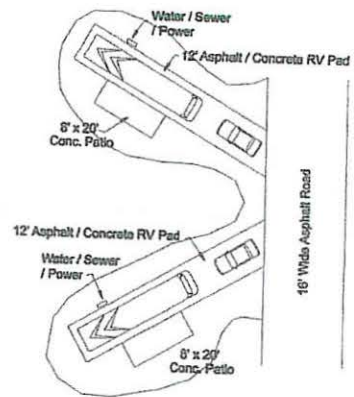
Address3

City

State

Zip

Prop



PHASE ONE
5.73 AC. +/-
28 SPACES
1,895 L.F.

EXHIBIT B

EXHIBIT C

LIVE OAK LANDING CAMPGROUND EXTENDED STAY POLICIES, RULES AND REGULATIONS

1. Extended stay lots shall be subject to the published weekly rates. No monthly or longer-term rates shall be allowed.
2. Guest with motorhomes, fifth wheels and travel trailers only shall be allowed to utilize the extended stay option. No pop-up or tent campers shall be allowed to utilize the extended stay option.
3. No subletting of sites will be allowed.
4. No indoor furniture or appliances are allowed outside of camping unit.
5. Only one camping unit is allowed per site.
6. Campsites must be clean and well-kept at all times.
7. Only two vehicles are allowed per site.
8. No external propane tanks are allowed to be installed on the ground.
9. No permanent clothes lines are allowed.
10. Any lots or campers that are not kept clean may be subject to cleaning by management, and a charge for such services will be imposed.
11. No storage sheds or any permanent structures are allowed.
12. No ATV's, 3 wheelers, 4 wheelers, motorized scooters or go-carts will be allowed in the campground. Motorcycles are to be used only for transportation in and out of the park. Battery powered golf carts and scooters are allowed.
13. There shall be a limit of two pets per site, and campers must clean up after their pets.
14. Pets must be kept on a leash at all times and shall not to be left outside overnight.
15. Nuisance pets, including, but not limited to, excessive barking, aggression, failure to police feces, wandering cats, etc., as determined by the management or the County, will not be allowed.
16. No fences or cages for pets shall be allowed outside. Portable pet play pens are allowed during the day.
17. Only four adults shall be allowed to camp or stay overnight on each site.
18. Quiet time shall be from 10p.m. till 7 a.m.
19. No electric water heaters shall be installed outside of the camper.
20. No disfiguring of trees or shrubs, including, but not limited to, nails and other hardware, cutting, girdling with rope, or removal, is allowed.
21. The number of sites available for extended stay may be amended or changed by the County, in its discretion.

NOTE: These policies, rules and regulations may be amended by the County at any time in its discretion.



BALDWIN COUNTY COMMISSION
GEOGRAPHIC INFORMATION SYSTEMS

05-19-07-43-0-000-006-001

Store Subject to Lease

★ Live Oak Store
— Interstate
— Roads



0 130 260 520 Feet

The information contained on this map was prepared by the Baldwin County Commission's GIS Department. It is based on the best available information and is provided as a general guide only. The Baldwin County Commission does not warrant the accuracy, reliability, or completeness of the information contained on this map. The Baldwin County Commission is not responsible for any errors or omissions, or for any consequences arising from the use of the information contained on this map. The Baldwin County Commission is not responsible for any damages, including consequential damages, arising from the use of the information contained on this map. The Baldwin County Commission is not responsible for any damages, including consequential damages, arising from the use of the information contained on this map.



LEASE AGREEMENT FOR STORE AND
MANAGEMENT AGREEMENT FOR CAMPGROUND
LOCATED AT LIVE OAK LANDING

This Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing (the "Agreement") is entered into by and between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as "County"), and WildNative LOL LLC, an Alabama limited liability company (hereinafter referred to as "Tenant" or "WildNative").

1. LEASE AGREEMENT FOR STORE

WITNESSETH:

For and in consideration of the respective covenants and agreement of the parties contained herein, County does hereby lease and demise unto WildNative for and during the term of the Agreement the following described Leased Premises located in Baldwin County, Alabama, to wit:

That portion of the property described as Live Oak Landing, Parcel 1 in that certain Statutory Warranty Deed recorded as Instrument Number 1355257 in the Office of the Judge of Probate of Baldwin County, Alabama, which contains a retail store as outlined and depicted on the attached Exhibit A (the County reserves the right to substitute or add a legal description for the Leased Premises).

WildNative shall be entitled to use that portion of the Premises described above and as outlined and depicted on the attached Exhibit A for the operation of a retail sales store for services related to the operation of the campground and boat launch. The County reserves the right, in its sole discretion, to subdivide the premises and the surrounding property in order to create two or more lots or parcels. In that event, the parties agree that the legal description of the property outlined and depicted in Exhibit A may be substituted based on the subdivision by an addendum executed by the parties, if deemed necessary by the County.

1. USE OF LEASED PREMISES

1.1 The Leased Premises are to be used by WildNative for the sole purpose of operating a retail sales and rental store for services related to the operation of the campground, boat launch, kayak rentals and other services provided at Live Oak Landing. (WildNative shall be entitled sell alcohol for off-premise consumption only, subject all applicable laws, rules and regulations and any rules and regulations adopted by the County regarding the same, and WildNative shall obtain all required licenses.) Any other activity is expressly prohibited. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations of any lawful authority having jurisdiction over said Leased Premises, including, but not limited to, those relating to cleanliness, safety,

occupation and use of said Leased Premises and the nature, character and manner of the operation of the business conducted in or at said Leased Premises. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations pertaining to environmental protection, either through the EPA, ADEM (Alabama Department of Environmental Management) or other regulatory bodies.

1.2 WildNative is solely responsible for the safety of all employees, invitees, customers and guests relative to the Leased Premises.

1.3 County agrees that, if WildNative shall perform all of the covenants and agreements herein required to be performed by WildNative, WildNative shall, subject to the terms of this Agreement, have the peaceable and quiet enjoyment and possession of the Leased Premises.

2. DURATION OF LEASE TERM

2.1 Provided that WildNative has remitted unto County all rental payments, boat launch fees and all payments required to be paid to the County, the term ("Term") covered by this Lease Agreement shall be for a term of three years and shall commence thirty (30) days prior to the County's estimated completion date of the RV park and bath house being constructed by the County at Live Oak Landing, and shall terminate at 11:59 p.m. Central Time three years from the commencement date. This Agreement shall automatically renew for two additional three year terms, unless either party elects to terminate the Agreement by giving not less than sixty (60) days written notice prior to the end of the respective term or renewal term.

2.2 Either party may terminate this Agreement for cause by giving ninety (90) days written notice of such termination for cause. WildNative shall be responsible for making all payments required pursuant to the Lease Agreement through the date of termination and surrender of possession.

3. CONSIDERATION

3.1 In consideration of this Agreement, WildNative agrees to collect the money for boat launch fees and pavilion rental, and WildNative agrees to pay 100% of the funds collected to the County, less a maximum fee of two percent (2%) of the credit card transactions for any credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions, in exchange for the rent of the store for the Term of the Lease. WildNative shall provide documentation and records outlining all such credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions for boat launch fees and pavilion rental as deemed necessary by the County.

3.2 All scheduled rent payments, boat launch fees and other required payments shall be paid to the County on or before the first (1st) day of each month, and the first such monthly payment under this Agreement shall be due on the first day of the month following the commencement date of the Agreement. In the event the payments are not received by the

10th of each month, a late fee in the amount of 10% of the previous month's payment or \$150.00, whichever is greater, shall be paid to the County.

3.3 Payment of said rent shall be made by mailing or otherwise delivering a check or money order payable to at the following address:

For Standard Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

For Overnight Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

3.4 Said payments shall be made as indicated herein until such time as County may subsequently designate another place of payment.

3.5 Prior to the commencement of the lease, WildNative shall pay a security deposit in the amount of Ten Thousand Dollars (\$10,000.00) to secure the performance by WildNative of all terms and conditions of the Agreement and to secure payment to the County for (1) any losses or damages incurred by the County as a result of WildNative's failure to comply with the terms of this Agreement and (2) any losses, damages or reimbursements incurred by the County as a result of County's efforts to enforce the terms of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

4. MAINTENANCE AND REPAIR

4.1 WildNative has inspected the Leased Premises prior to the execution of this Lease, and agrees to accept the same in its present condition. WildNative is taking the Leased Premises in "as is" condition. WildNative shall maintain and keep in a good state of repair all improvements situated on the Leased Premises, including, without limitation, windows, interior of the building, heating and air conditioning unit(s) and routine maintenance. WildNative shall be solely responsible for the maintenance of any additional improvements constructed by WildNative, as approved by the County, including, without limitation, renovations and any additional heating and air conditioning units, electrical wiring and plumbing. Subject to the limitations set forth below, WildNative shall be solely responsible for maintaining and keeping the Premises in a good state of repair, free from refuse and rubbish, and yards maintained, and shall return and surrender possession of the same at the expiration or termination of this lease in like good order as at the commencement of said Term, natural wear and tear excepted. Provided, however, that County shall be responsible for the maintenance and repair of the exterior, electrical wiring and plumbing in the building existing at the time of commencement of the Agreement, and the County shall provide grass mowing and landscaping, as deemed necessary by the County, in its sole discretion.

4.2 It is expressly understood and agreed between the parties hereto that the County shall not be responsible for the maintenance or repair to any of the items described herein which said maintenance or repair is necessitated by any act of WildNative or WildNative's invitees or licensees, it being expressly agreed by the parties hereto that such maintenance and repair shall be the obligation of WildNative, including any repair to the electrical wiring, plumbing and heating and air conditioning unit(s), provided, however, that WildNative shall not be responsible for any repairs necessitated as a result of negligence or intentional acts of County or its employees or agents.

4.3 WildNative may, at WildNative's expense, make such alterations in, or additions to, the building or Leased Premises, as WildNative may deem necessary to fit the same for the business of WildNative, upon first obtaining written approval of County, in County's sole discretion. It is understood that any and all improvements shall become property of the County, with the exception of fixtures purchased by WildNative which can be removed without damage to the Leased Premises.

4.4 County shall not be required to do any repairs upon the Leased Premises or building thereon other than those agreed upon by the County in writing at the commencement of the Lease, if any, and the County shall not be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of said roof, plumbing, gas, electrical, water, steam or other sewerage, or the bursting, leaking or running of any cistern tank, wash pan, water closet, or waste pipe, in, above or upon said building, premise or appliances located therein.

4.5 It is further understood and agreed by the parties hereto that nothing herein shall be construed as denying the County the right to make any repairs which are deemed necessary during the Term of this Lease, such right being expressly reserved unto the County.

4.6 WildNative shall also be responsible for the maintenance of fire extinguishers and pest control.

4.7 The cost of all utilities related to the Leased Premises and the operation of the retail store, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, shall be the sole responsibility of WildNative.

II. MANAGEMENT AGREEMENT FOR CAMPGROUND

5. MANAGEMENT AND OPERATION OF THE CAMPGROUND

5.1 WildNative shall be responsible for the management and operation of the campground, including the RV sites, primitive sites and bath house, subject to any rules, regulations or procedures adopted by the County, in its discretion. Attached as Exhibit B is a drawing of the campground and bath house as it will exist on the date of commencement, subject to any changes or modifications deemed necessary by the County, in its discretion.

5.2 As set forth in Section 5.1 and as depicted in Exhibit B, the County has installed or will install twenty-eight (28) RV sites, and County reserves the right to install additional RV sites, in its sole discretion. WildNative shall be responsible for installing the primitive camp sites, with an initial twenty (20) primitive camp sites to be installed on a location to be determined by the County. The installation of any further primitive camp sites may be approved by the County, in its discretion. WildNative may seek grant funding or assistance from other agencies, subject to the approval of the County, in its discretion.

5.3 WildNative shall be responsible for managing the campground, collecting all rental fees, maintaining the campground facilities, mowing grass, collecting trash and debris, cleaning the campground and providing adequate staff for the campground operations.

5.4 WildNative shall be entitled to charge an appropriate variable rent of not less than ten dollars (\$10.00) and not more than thirty dollars (\$30.00) per day for primitive campsites and not less than thirty-five dollars (\$35.00) and not more than sixty-five dollars (\$65.00) per day for RV sites, unless the County approves an increase or decrease, in its discretion. WildNative shall be required to publish a rate schedule outlining the rental rates to be charged during the year, including any discounts that may apply, which shall be provided to the County. The County reserves the right to authorize or require discounts for Baldwin County residents, in its discretion. The County reserves the right, in its discretion, to allow non-profit groups (for example, the Boy Scouts or Girl Scouts) to use the campground and facilities rent free.

5.5 (a) No camper or guests shall be allowed to stay in the same campsite for more than twenty-one (21) days, and no camper or guest shall be allowed to stay longer than twenty-one (21) consecutive days in the campground, unless otherwise approved or authorized by the rules and regulations adopted by the County. Campers and guests must leave the campground for a minimum of one (1) week. (b) Beginning on November 1 and ending seven days prior to the week of Spring Break as determined by the Baldwin County Board of Education for each year of the term (which shall be no later than April 1), WildNative may offer an extended stay option, subject to any policies, rules or regulations adopted by the County in its discretion. Subject to site availability and the policies, rules and regulations adopted by the County, WildNative may allow extended stay guest to utilize up to fourteen (14) sites for extended stay, provided, however, that no extended stay guests shall be allowed to stay in the same campsite for more than five (5) weeks, and extended stay guests must leave the campground for a minimum of three (3) weeks before returning to the campground. The initial policies, rules and regulations approved by the County shall be subject to amendment at any time, are attached hereto as Exhibit C.

5.6 Access to the campground may be restricted subject to rules and regulations approved by the County.

5.7 The cost of all utilities related to the campground only, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, are to be deducted from the gross rent revenue collected from the RV and primitive campsites each month, and the

net rent revenue collected after the such deduction for utilities shall be subject to the payment of the management fees to WildNative as set forth in Section 5.8.

5.8 County shall pay WildNative a management fee based on the following schedule:

- A. WildNative shall be entitled to receive a management fee for the RV sites based on the number of RV sites constructed subject to the following schedule:
 - 1. Twenty-eight (28) to fifty-nine (59) RV sites constructed; forty-two percent (42%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 2. Sixty (60) to eighty-nine (89) RV sites constructed; twenty-six percent (26%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 3. Ninety (90) to One Hundred Twenty-four (124) RV sites constructed; nineteen percent (19%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 4. One Hundred Twenty-five or more RV sites constructed; fourteen percent (14) of net rent revenue for the rental of the RV sites and primitive campsites each month as described in Section 5.7.
- B. WildNative shall collect all campground rental fees, and after the deduction of the cost of the utilities as set forth in Section 5.7, WildNative shall remit all amounts collected to the County, less the management fees based on the net rent revenues as set forth above.

5.9 The term of the management agreement term shall coincide with the term of the lease and shall be subject to termination in the same manner as the lease.

III. REMAINING PROVISIONS APPLICABLE TO THE LEASE AGREEMENT FOR STORE AND MANAGEMENT AGREEMENT FOR CAMPGROUND

6. UTILITIES AND CARE OF PREMISES

6.1 Except as expressly set forth in this Agreement, WildNative agrees to pay all bills, cost of installation or maintenance incurred for electricity, water, gas, sewer, telephone, internet services, garbage or other utilities of whatsoever kind used on the Premises during the term of this Agreement; to keep all electrical apparatus in good order; to permit no waste of the property, or allow the same to be done, but to take good care of the same; and upon the termination of this Agreement, to surrender quiet and peaceable possession of the said Premises in like good order as at the commencement of said term, natural wear and tear excepted. Utilities will be transferred from County to WildNative upon commencement of the Agreement, and any charges for services through that date will be prorated between the parties.

7. INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE
EXTENDED COVERAGE INSURANCE

7.1 Indemnity. County shall not be liable to WildNative or to WildNative's employees, agents, licensees, guests or visitors, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct of WildNative, its employees, subtenants, licensees, guests, visitors or concessionaires, or of any other person entering the Premises under the express or implied invitation of WildNative, or arising out of the use of the Premises by WildNative and the conduct of its business therein, or arising out of any breach or default by WildNative in the performance of its obligations hereunder or resulting from any other cause. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE, TRUSTEE, BENEFICIARY, INSURER OR EMPLOYEE OF COUNTY (HEREIN COLLECTIVELY CALLED A "COUNTY RELATED PARTY") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE PREMISES; OR (II) THE OPERATION OR CONDUCT OF WILDNATIVE'S BUSINESS WITHIN THE PREMISES (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE CAUSED SOLELY BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY COUNTY RELATED PARTY. WILDNATIVE SHALL, AT WILDNATIVE'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO COUNTY.**

WildNative shall not cause or permit hazardous materials to be brought upon, kept or used in or about the Premises other than as is necessary or useful to WildNative's business. Any such hazardous material shall be used, kept and stored in a manner that complies with all laws regulating any such hazardous material. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND COUNTY RELATED PARTIES FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES AS A RESULT OF THE CONTAMINATION OF THE PREMISES BY ANY SUCH HAZARDOUS MATERIALS OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES**

WITHOUT LIMITATION COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE PRESENT IN THE SOIL OR GROUNDWATER OR UNDER THE PREMISES AS A RESULT OF WILDNATIVE'S ACTIONS. WITHOUT LIMITING THE FOREGOING, IF THE PRESENCE OF ANY HAZARDOUS MATERIAL ON THE PREMISES CAUSED OR PERMITTED BY WILDNATIVE RESULTS IN ANY CONTAMINATION OF THE PREMISES, WILDNATIVE SHALL PROMPTLY TAKE ALL ACTIONS, AT ITS SOLE EXPENSE, AS ARE NECESSARY TO RETURN THE PREMISES TO THE CONDITION EXISTING PRIOR TO THE INTRODUCTION OF ANY SUCH HAZARDOUS MATERIAL TO THE PREMISES. "HAZARDOUS MATERIAL" SHALL MEAN ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF ALABAMA OR THE UNITED STATES GOVERNMENT.

7.2 Responsibility for Insurance Coverage:

(a) WildNative shall, during the Term, at its sole expense, obtain and keep in force, the following types of insurance insuring the WildNative and County and County Related Parties (County and County Related Parties shall at all times be named as an additional insured), as their respective interests may appear, (i) comprehensive general liability insurance coverage, personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability with limits of not less than One Million Dollars (\$1,000,000.00) (the aggregate limits of such insurance to apply specifically to the Premises and not to multiple locations); (ii) "All Risk" Physical Damage insurance for WildNative's property (personal property, fixtures and leasehold improvements) in or on the Premises, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, for the full insurable value thereof, including an endorsement provided for "loss of income" coverage; and (iii) All Risk Property Damage Insurance covering any building or improvements constructed by WildNative on the Premises (including exterior walls, downspouts, gutter and roof), in an amount not less than ninety (90%) percent of full replacement cost (exclusive of the cost of excavations, foundations, and footings), and with such retention and amounts deductible as County may in its discretion permit, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, and such other risks as County may from time to time determine and with any such deductibles as County may from time to time require. All such policies shall name County and County Related Parties as additional insureds.

(b) WildNative shall furnish evidence satisfactory to County of the existence of and maintenance of such insurance prior to or contemporaneous with the commencement of the Term and thereafter at least fifteen (15) days prior to any date on which such policy is required to be renewed. WildNative shall obtain a written obligation on the part of each insurance company to notify County at least thirty (30) days prior to the cancellation of such insurance.

7.3 Non-Liability for Certain Damages: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER COUNTY NOR ANY COUNTY RELATED PARTY SHALL BE LIABLE FOR DAMAGES TO WILDNATIVE OR ANY PARTY CLAIMING THROUGH WILDNATIVE FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OR FOR INTERRUPTION OR DAMAGE TO BUSINESS RESULTING FROM ANY OF THE FOLLOWING REASONS: (A) ANY ACT, OMISSION OR NEGLIGENCE OF WILDNATIVE OR WILDNATIVE'S EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, SUBTENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (B) ANY ACT, OMISSION OR NEGLIGENCE OF ANY OTHER TENANT WITHIN THE BUILDING, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, TENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (C) THE REPAIR, ALTERATION, MAINTENANCE, DAMAGE OR DESTRUCTION OF THE PREMISES OR ANY OTHER PORTION OF THE PREMISES (INCLUDING THE CONSTRUCTION OF LEASEHOLD IMPROVEMENTS FOR OTHER TENANTS OF THE PREMISES); (D) VANDALISM, THEFT, BURGLARY AND OTHER CRIMINAL ACTS (OTHER THAN THOSE COMMITTED BY COUNTY'S EMPLOYEES); (E) ANY DEFECT IN OR FAILURE OF IMPROVEMENTS, EQUIPMENT, PIPES, WIRING, HEATING OR AIR CONDITIONING EQUIPMENT, STAIRS, ELEVATORS, OR SIDEWALKS; THE BURSTING OF ANY PIPES OR THE LEAKING, ESCAPING OR FLOWING OF GAS, WATER, STEAM, ELECTRICITY, OR OIL; BROKEN GLASS; OR THE BACKING UP OF ANY DRAINS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY COUNTY RELATED PARTY; (F) INJURY DONE OR OCCASIONED BY WIND, SNOW, RAIN OR ICE, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION, ORDER OF ANY GOVERNMENTAL BODY OR AUTHORITY, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF COUNTY. UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR DAMAGES RELATED TO BUSINESS INTERRUPTION, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR LOSS OF PROFITS.

8. LOSS OF BUILDING

8.1 If the buildings located on the Premises are totally or partially damaged or destroyed by fire, or other cause, so as to be partially or totally unfit for the use or purpose for which the same is hereby let, the County may elect to repair or rebuild same within ninety (90)

days after receiving written notice from WildNative of such destruction. If such election is made, the County shall proceed to rebuild or repair the said building with due diligence. The rent during said time of reconstruction shall be reduced in the proportion that said Leased Premises in the untenable or unfit condition bears to the condition of the said Leased Premises immediately prior to said damage; provided, however, that in the event County fails to make such election to repair or rebuild within the aforesaid ninety (90) days after WildNative properly notifies the County of such damage, this Agreement may be terminated by WildNative by written notice to the County at any time after the expiration of said ninety (90) day period. Such notice must be given prior to the commencement of reconstruction by the County, and in the event that reconstruction is begun by the County subsequent to said ninety (90) day period and prior to notification by WildNative of its intent to terminate this Agreement, then WildNative will be deemed to have waived the right to so terminate.

9. EMINENT DOMAIN

9.1 In the event the whole of the Premises shall be taken by federal, state, county, city, public utility or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Premises, the Term hereby granted and all rights of WildNative hereunder shall immediately cease and terminate, and the rent herein provided for shall be adjusted as of the date of such termination of this Agreement.

9.2 In the event that a portion of the Premises be taken by such authority, this Agreement shall continue in full force and effect as to the property remaining, provided, however, that said property remaining is capable of a continued enjoyment by WildNative for the uses and purposes provided herein.

10. DEFINITION OF DEFAULT

10.1 The happening of any one or more of the following events shall constitute events of default hereunder:

- (a) The levy of execution or other legal process upon the interest of WildNative in the leasehold estate herein created on in this Agreement, or upon any property of WildNative located upon the Leased Premises that remain in effect for thirty (30) days from such levy.
- (b) The adjudication of WildNative to be bankrupt, or the approval of a petition for a reorganization of WildNative filed in good faith, in proceedings instituted under the bankruptcy laws, which remain in effect for thirty (30) or more days from such adjudication.
- (c) The making of an assignment by WildNative for the benefit of creditors with respect to all or substantially all of the WildNative's property.

- (d) The appointment of a receiver of WildNative or of WildNative's property by a court of competent jurisdiction which remains in effect for thirty (30) or more days from such appointment.
- (e) The failure of WildNative to pay any installment of rent, boat launch fees or any other payments hereunder at the maturity thereof and the continuance of such failure for a period of thirty (30) days after such maturity. It is understood and agreed between the parties hereto that it shall not be necessary for the County to give notice of rents, boat launch fees or other payments to become due or being unpaid, or to make any demand for same, the execution of this Agreement, signed by WildNative, which execution is hereby acknowledged, being sufficient notice of the rents, boat launch fees and other payments being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.
- (f) The failure of WildNative to perform any duty or obligation herein imposed upon WildNative at the time when this Agreement requires said duty or obligation to be performed and the continuance of such failure for a period of thirty (30) days after County provides written notice to WildNative of such failure.
- (g) The vacation of said Premises or abandonment of possession of the same by WildNative, or the use by WildNative of said Premises for purpose other than those for which the same are hereby let which is not cured within thirty (30) days after County provides written notice to WildNative of such act in violation of this Agreement.
- (h) Violation by WildNative of any laws, rules or regulations regarding the use of the Premises.

11. REMEDIES UPON DEFAULT

11.1 In the event of default by WildNative as provided in paragraph 10 hereof which is not cured within the cure periods provided, County shall have the right, at County's option:

- (a) To declare the remaining balance of rent for the entire term of this Agreement immediately due and payable and proceed by attachment, suit or otherwise to collect the whole amount for the entire Agreement term;
- (b) To charge interest on the balance at the rate of eighteen percent (18%) per annum or the highest rate allowed by the laws of the State of Alabama, whichever is less.

- (c) To cancel, terminate and annul this Agreement and immediately re-enter and repossess the let Premises;
- (d) To demand immediate possession of the Premises without annulling this Agreement; and
- (e) In the event this Agreement is in default by WildNative, County has the right to place "For Rent" signs on the building while such event of default is in existence and has not been cured. WildNative agrees to allow County, or parties authorized by County, to visit and inspect the building or show for view for buying or renting the same immediately upon default of the Agreement.

11.2 In the event of the action referred to in paragraph 10.1(c) above, WildNative shall immediately surrender possession of the Premises, and the County shall have the right, but not the obligation, at County's option, for the balance of the Agreement term, to rent the Premises, and WildNative shall pay to the County the difference between the rent reserved in this Agreement and any lesser amount of rent which the County may procure by renting the Premises to such other party.

11.3 The exercise by County of the right to declare the entire rent due for the entire term, and subsequent proceedings by the County to collect said rent, shall not affect County's right to exercise the privileges granted County in paragraph 10.1 above. The acceptance of rent by County after a violation of a duty or obligation of WildNative or breach by WildNative of a condition to this Agreement shall not be deemed a waiver of any default that may exist hereunder. The remedies provided for herein shall be cumulative and nothing contained herein shall be construed as restricting or limiting any right which the County may have, to recover damages, or other remedy provided by law, from WildNative for a breach of this Agreement.

12. ATTORNEY'S FEES

12.1 If an event of default by WildNative hereunder occurs, and in the event of the subsequent employment by the County of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or on account of bankruptcy proceedings by or against WildNative, or legal process being issued against the leasehold interest of WildNative in the let Premises, or against any property of WildNative located upon the Premises, or upon the necessity of the County employing an attorney on account of any violation of the conditions of this Agreement by WildNative, in such event, WildNative hereby agrees to pay and shall be taxed with a reasonable attorney's fee and related costs for the services of such attorney on behalf of the County and any County Related Party.

13. TAXES

13.1 WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon (i) the land and improvements hereby leased; and (ii) any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by County. WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by WildNative. WildNative shall, within fifteen (15) days of receiving notification of same, pay all property taxes assessed against the property, provided however that WildNative shall pay only the prorated portion of such taxes accruing during WildNative's occupancy of the Premises.

14. ACCESS TO RECORDS

14.1 Upon request, WildNative shall respond to requests for information and/or provide reports regarding the Agreement and the condition of the building to the County Commission or the County Administrator. WildNative shall maintain an accounting system and records to evidence or prove all required payments pursuant to this Agreement, and these records shall be kept for a minimum of three (3) years or as otherwise required by any applicable laws, rules and regulations.

15. ASSIGNMENT

15.1 WildNative shall not have the right to assign, sublease or transfer this Agreement without the prior written consent of County, which consent may be withheld, in the sole discretion of the County.

16. NOTICES

16.1 All notices given hereunder shall be made by either (1) delivery by hand to the address of WildNative or in person to WildNative, or posted at the entrance of the Leased Premises of WildNative for a period of twenty-four (24) hours; or (2) to WildNative or County in writing and sent by U.S. Registered or U.S. Certified Mail, postage prepaid, addressed as follows:

County: BALDWIN COUNTY COMMISSION
Attn.: Chairman of the Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

WildNative: WILDNATIVE LOL LLC.
C/O Druhan & Tyler, L.L.C.
Attorneys at Law
1106 Dauphin Street
Mobile, Alabama 36604

Mailing Address:
P.O. Box 6
Mobile, Alabama 36601

Each party may, by like notice, from time to time, designate any further or different address to which subsequent notices shall be sent.

17. HOLDING OVER

17.1 In the event that WildNative remains in possession of the Leased Premises or any part thereof after the expiration of said lease term, WildNative shall be a tenant at will of the County, and upon demand, WildNative shall surrender peaceable possession of said Premises to the County. In such event, all of the terms, conditions and covenants of this Agreement shall remain in full force and effect, and WildNative shall furnish written notice to the County of WildNative's intention to terminate said Agreement sixty (60) days prior to such termination, and failure to so notify the County shall render WildNative liable for the rents due under the terms of this lease for a period of two (2) months following the vacation of the premises, in addition to any other damage of whatsoever kind suffered by the County as a result of the failure of WildNative to so notify. County expressly reserves the right to exercise or pursue any and all remedies available at law or in equity.

18. SURRENDER OF POSSESSION

18.1 WildNative agrees that, upon the expiration of the lease term herein, WildNative will surrender quiet and peaceable possession of said Leased Premises in like good order as at the commencement of said term, reasonable wear and tear excepted. WildNative further agrees that WildNative shall be liable unto the County for the restoration of the Leased Premises to the same good condition that the said property was in as of the commencement date of the lease term herein, reasonable wear and tear excepted, and provided that such restoration is made necessary by damages caused to the leased property by WildNative through WildNative's negligence, willful act, abuse or other misuse of the leased property, reasonable wear and tear excepted.

19. SUCCESSIVE INTEREST

19.1 This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of each of the parties hereto.

20. EQUIPMENT AND FURNISHINGS / INTERNET SERVICES

20.1 The County, in its sole discretion, may allow for the use or purchase or lease of certain equipment, furnishings or internet services. If the County so elects and WildNative agrees, the parties may enter into a separate agreement or addendum to this Agreement outlining such terms and conditions.

21. LIEN ON LEASEHOLD

21.1 As further consideration of the Agreement and to secure the prompt payments of the rents due hereunder, a first lien is hereby expressly reserved by the County and granted by WildNative upon the terms of this Agreement and upon all interest of WildNative in this Agreement for the payment of rent and also for the satisfaction of any cause of action which may accrue to the County by provisions of this instrument. A first lien is expressly reserved by the County and granted by WildNative upon all buildings, improvements, fixtures, water fixtures, gas fixtures and any other fixtures of whatsoever kind erected or put in place or that may be erected or put in place upon the Leased Premises by or through WildNative for the payment of rent, and also for the satisfaction of any cause of action which may accrue to the County by the provisions of this Agreement.

22. SIGNAGE

22.1 All signage on the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations, and shall be subject to the approval of the County, in its sole discretion. No political signs or advertisements shall be placed on the Premises.

23. NO THIRD PARTY BENEFICIARIES

23.1 This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and permitted assigns, and no other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. **[NOTE: Discuss Rental Agreements.]**

24. ENTIRE AGREEMENT

24.1 This instrument constitutes the entire Agreement and understanding of the parties hereto of the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, restrictions, warranties, or representations between or among the parties hereto other than those set forth herein.

25. GOVERNING LAW

25.1 This Agreement shall be deemed to have been made within the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, the County and WildNative, by and through their duly authorized representatives, have signed duplicate originals of this Agreement on this the 1st day of August, 2017.

COUNTY

BALDWIN COUNTY COMMISSION

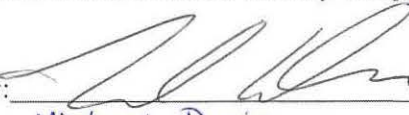
Attest:

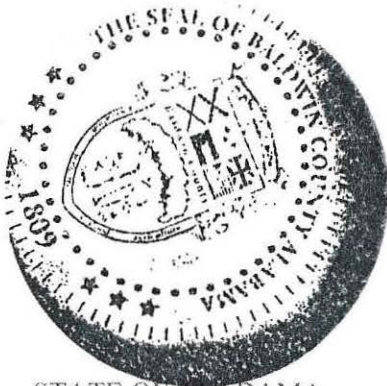

RONALD J. CINK
County Administrator/Budget Director

By: 
T. CHRISTOPHER ELLIOTT
Its Chairman

WILDNATIVE

WILDNATIVE LOL LLC
An Alabama limited liability company

By: 
Michael Dorie
Its Director




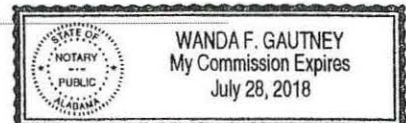
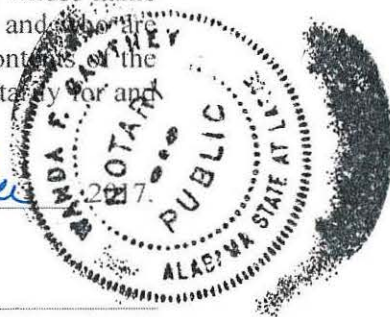
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Wanda Gautney, a Notary Public, in and for said County in said State, hereby certify that T. CHRISTOPHER ELLIOTT, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD J. CINK, whose name as County Administrator/Budget Director, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 14th day of September, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires: _____

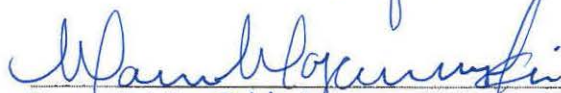


STATE OF ALABAMA

COUNTY OF Baldwin

I, Maria Wojciechowski, a Notary Public, in and for said County in said State, hereby certify that Michael Deric, whose name as Director of WILDNATIVE LOL LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 1st day of August, 2017.



Notary Public, Baldwin County, Alabama

My Commission Expires: 12/14/2020

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507



Find address or place



 Navigation Tools
 Search Tools
 Map Tools

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A horizontal number line with two tick marks. The first tick mark is labeled "10m" and the second tick mark is labeled "40ft".

Parcels

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Parcel Number

Pin

Owner

Address**Address2**

Address3

City

State

Zip

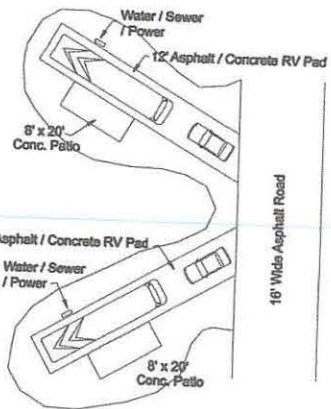
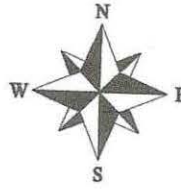
Prop

Leased Premises

http://isv.kcsgis.com/al.baldwin_revenue/

EXHIBIT A

6/14/2017



TYPICAL R.V. LOT

PHASE ONE
5.73 AC. +/-
28 SPACES
1,895 L.F.

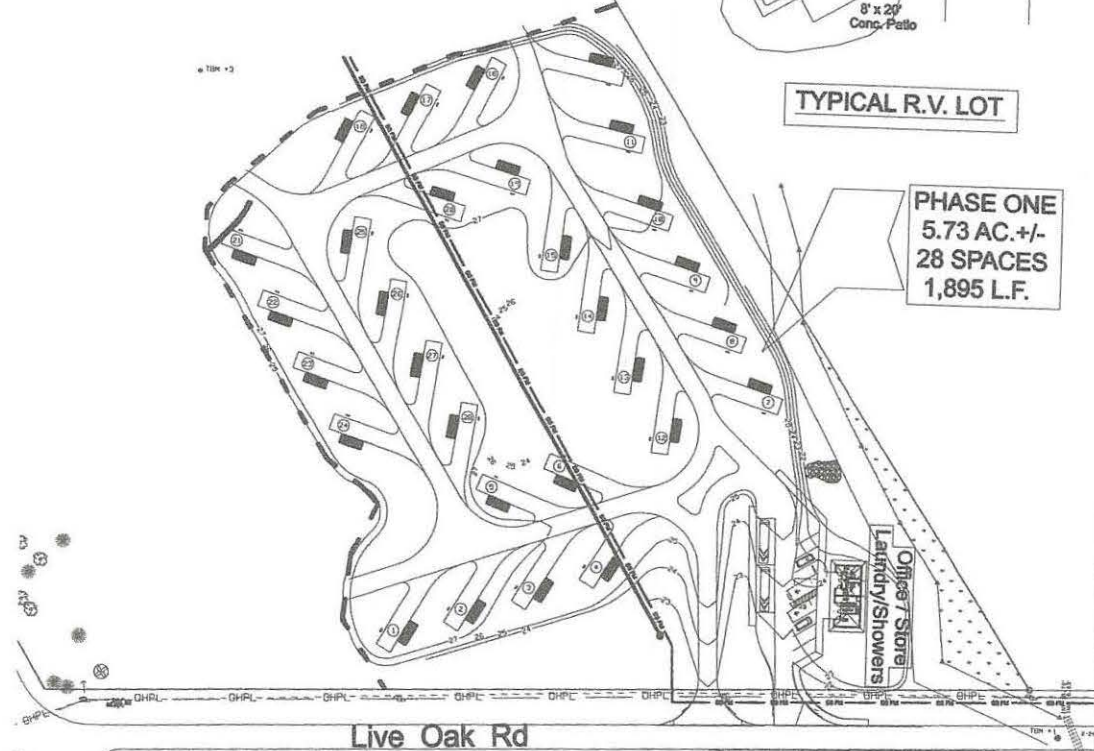


EXHIBIT C

LIVE OAK LANDING CAMPGROUND EXTENDED STAY POLICIES, RULES AND REGULATIONS

1. Extended stay lots shall be subject to the published weekly rates. No monthly or longer-term rates shall be allowed.
2. Guest with motorhomes, fifth wheels and travel trailers only shall be allowed to utilize the extended stay option. No pop-up or tent campers shall be allowed to utilize the extended stay option.
3. No subletting of sites will be allowed.
4. No indoor furniture or appliances are allowed outside of camping unit.
5. Only one camping unit is allowed per site.
6. Campsites must be clean and well-kept at all times.
7. Only two vehicles are allowed per site.
8. No external propane tanks are allowed to be installed on the ground.
9. No permanent clothes lines are allowed.
10. Any lots or campers that are not kept clean may be subject to cleaning by management, and a charge for such services will be imposed.
11. No storage sheds or any permanent structures are allowed.
12. No ATV's, 3 wheelers, 4 wheelers, motorized scooters or go-carts will be allowed in the campground. Motorcycles are to be used only for transportation in and out of the park. Battery powered golf carts and scooters are allowed.
13. There shall be a limit of two pets per site, and campers must clean up after their pets.
14. Pets must be kept on a leash at all times and shall not to be left outside overnight.
15. Nuisance pets, including, but not limited to, excessive barking, aggression, failure to police feces, wandering cats, etc., as determined by the management or the County, will not be allowed.
16. No fences or cages for pets shall be allowed outside. Portable pet play pens are allowed during the day.
17. Only four adults shall be allowed to camp or stay overnight on each site.
18. Quiet time shall be from 10p.m. till 7 a.m.
19. No electric water heaters shall be installed outside of the camper.
20. No disfiguring of trees or shrubs, including, but not limited to, nails and other hardware, cutting, girdling with rope, or removal, is allowed.
21. The number of sites available for extended stay may be amended or changed by the County, in its discretion.

NOTE: These policies, rules and regulations may be amended by the County at any time in its discretion.



05-19-07-43-0-000-006.001

Store Subject to Lease



Live Oak Store

Interstate

Roads



0 130 260 520
Feet

The information contained in this representation of digital data is derived from the Baldwin County Commission's Geographic Information System (GIS) and is based on a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency of the data are not guaranteed. The Baldwin County Commission makes no warranty, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of the information of data contained in the Baldwin County Geographic Information System for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof shall not be liable for any damage, injury, or loss of property, or any other loss, which may result from the use of the information contained in this map. For more information concerning this map, call 251-400-2345.



RESOLUTION AND ORDER NO. 2017-112

A RESOLUTION AND ORDER PURSUANT TO AMENDMENT NO. 750 OF THE ALABAMA CONSTITUTION OF 1901, AS AMENDED, CONDUCTING A PUBLIC HEARING, MAKING CERTAIN DETERMINATIONS TO PROMOTE THE ECONOMIC DEVELOPMENT OF THE COUNTY, AND APPROVING A LEASE AGREEMENT AND MANAGEMENT AGREEMENT WITH WILDNATIVE LOL, LLC

Whereas, Baldwin County (the "County") has heretofore issued its \$600,000 principal amount General Obligation Taxable Warrant, Series 2016-A, dated the date of delivery (the "Warrant"), in order to finance the purchase, acquisition, construction, and equipment of the public recreational boat launch and campground area known as "Live Oak Landing."

Whereas, the County has, since said purchase, operated Live Oak Landing with County employees.

Whereas, the County has, since said purchase, determined that it is in the County's better public and economic interest to contract with a private third party for the operation of Live Oak Landing.

Whereas, WildNative LOL, LLC, an Alabama limited liability company ("WildNative"), has requested that the County consider approving a Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing (the "Lease") with WildNative, whereunder, WildNative will (1) lease from the County and operate a retail sales and rental store for services related to the operation of the campground, boat launch, kayak rentals, and other services provided at Live Oak Landing, and (2) manage and operate the Live Oak Landing Campground on behalf of the County.

Whereas, the County will lease the on-site store to WildNative in exchange for the collection of boat launch fees and other fees or payments required by the Lease to be paid to the County. In addition, WildNative will provide management and maintenance services related to the store as set forth in the Lease. WildNative will in return otherwise operate the store for its own profit and operate the campground on behalf of the County. The various other duties, obligations, risks and requirements of the County and WildNative with respect to the operation of the Campground are more particularly described in the Lease.

Whereas, a substantial form of the Lease is attached hereto as Exhibit A and incorporated herein by reference. Said Lease has been available for public inspection as described in the Notice of Public Hearing described below.

Whereas, having heretofore issued the Warrant and by the authority granted hereunder entering into the Lease, the County will have therefore lent its credit, granted aid and things of value, and expended public funds for the benefit of WildNative.

Whereas, pursuant to Amendment No. 750 of the Alabama Constitution of 1901, as amended ("Amendment 750"), the County published a Notice of Public Hearing on June 14, 2017 in the Mobile-Press Register, the paper with the largest circulation in the County, as well as in the Gulf Coast Newspapers.

Whereas, affidavits of publication from the *Mobile-Press Register* and the *Gulf Coast Newspapers*, which respectively include the Notice of Public Hearing, are attached hereto as Exhibit B and incorporated herein by reference.

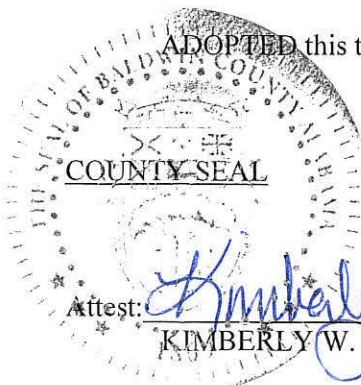
Whereas, said Notice of Public Hearing advertised the date, time, and place for interested citizens to hear and be heard prior to the County's determination to enter into the Lease.

Whereas, the Chairman announced that this was in fact the date, time, and place for interested persons to hear and be heard regarding the County's proposed expenditure of public funds for the incidental benefit of WildNative.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF BALDWIN COUNTY AS FOLLOWS:

1. The foregoing "Whereas" clauses are incorporated herein by reference.
2. The County hereby finds and determines that the issuance of the Warrant and the execution of the Lease will promote the economic development of the County and benefit the citizens of the County by improving the amenities, efficiencies, services, operations, and overall quality of Live Oak Landing.
3. Following the Chairman's announcement, and having heard and received any and all comments from all interested persons, the County hereby further finds and determines that the prior issuance of the Warrant and the execution of the Lease will serve the valid and sufficient public purposes described in the preceding paragraph, notwithstanding any incidental benefit accruing to WildNative or any other private party, or the receipt by WildNative or any other private party of the credit, aid, or things of value, of the County.
4. The Lease is hereby ratified, adopted and confirmed, and the Chairman and County Administrator are hereby authorized and directed to execute, attest, seal, and deliver the same.
5. The Chairman and the County Administrator are hereby further authorized and directed to take such other action as may be necessary to effect the foregoing. All prior action heretofore taken by the County in connection with the Warrant, WildNative, Amendment 750, and any other matters herein referred to, are hereby further ratified, adopted, and confirmed.
6. This resolution shall take effect immediately.

ADOPTED this the 22nd day of June, 2017.



Attest:

Kimberly W. Creech
KIMBERLY W. CREECH, County Clerk/Treasurer

T. Christopher Elliott
T. CHRISTOPHER ELLIOTT, Chairman

LEASE AGREEMENT FOR STORE AND
MANAGEMENT AGREEMENT FOR CAMPGROUND
LOCATED AT LIVE OAK LANDING

This Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing (the "Agreement") is entered into by and between BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as "County"), and WildNative LOL LLC, an Alabama limited liability company (hereinafter referred to as "Tenant" or "WildNative").

1. LEASE AGREEMENT FOR STORE

WITNESSETH:

For and in consideration of the respective covenants and agreement of the parties contained herein, County does hereby lease and demise unto WildNative for and during the term of the Agreement the following described Leased Premises located in Baldwin County, Alabama, to wit:

That portion of the property described as Live Oak Landing, Parcel 1 in that certain Statutory Warranty Deed recorded as Instrument Number 1355257 in the Office of the Judge of Probate of Baldwin County, Alabama, which contains a retail store as outlined and depicted on the attached Exhibit A (the County reserves the right to substitute or add a legal description for the Leased Premises).

WildNative shall be entitled to use that portion of the Premises described above and as outlined and depicted on the attached Exhibit A for the operation of a retail sales store for services related to the operation of the campground and boat launch. The County reserves the right, in its sole discretion, to subdivide the premises and the surrounding property in order to create two or more lots or parcels. In that event, the parties agree that the legal description of the property outlined and depicted in Exhibit A may be substituted based on the subdivision by an addendum executed by the parties, if deemed necessary by the County.

1. USE OF LEASED PREMISES

1.1 The Leased Premises are to be used by WildNative for the sole purpose of operating a retail sales and rental store for services related to the operation of the campground, boat launch, kayak rentals and other services provided at Live Oak Landing. (WildNative shall be entitled sell alcohol for off-premise consumption only, subject all applicable laws, rules and regulations and any rules and regulations adopted by the County regarding the same, and WildNative shall obtain all required licenses.) Any other activity is expressly prohibited. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations of any lawful authority having jurisdiction over said Leased Premises, including, but not limited to, those relating to cleanliness, safety,

occupation and use of said Leased Premises and the nature, character and manner of the operation of the business conducted in or at said Leased Premises. WildNative shall, at all times, in connection with its operations, fully and promptly comply with all laws, ordinances, orders, rules and regulations pertaining to environmental protection, either through the EPA, ADEM (Alabama Department of Environmental Management) or other regulatory bodies.

1.2 WildNative is solely responsible for the safety of all employees, invitees, customers and guests relative to the Leased Premises.

1.3 County agrees that, if WildNative shall perform all of the covenants and agreements herein required to be performed by WildNative, WildNative shall, subject to the terms of this Agreement, have the peaceable and quiet enjoyment and possession of the Leased Premises.

2. DURATION OF LEASE TERM

2.1 Provided that WildNative has remitted unto County all rental payments, boat launch fees and all payments required to be paid to the County, the term ("Term") covered by this Lease Agreement shall be for a term of three years and shall commence thirty (30) days prior to the County's estimated completion date of the RV park and bath house being constructed by the County at Live Oak Landing, and shall terminate at 11:59 p.m. Central Time three years from the commencement date. This Agreement shall automatically renew for two additional three year terms, unless either party elects to terminate the Agreement by giving not less than sixty (60) days written notice prior to the end of the respective term or renewal term.

2.2 Either party may terminate this Agreement for cause by giving ninety (90) days written notice of such termination for cause. WildNative shall be responsible for making all payments required pursuant to the Lease Agreement through the date of termination and surrender of possession.

3. CONSIDERATION

3.1 In consideration of this Agreement, WildNative agrees to collect the money for boat launch fees and pavilion rental, and WildNative agrees to pay 100% of the funds collected to the County, less a maximum fee of two percent (2%) of the credit card transactions for any credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions, in exchange for the rent of the store for the Term of the Lease. WildNative shall provide documentation and records outlining all such credit card fees, banking fees or financial transaction fees directly attributable to such credit card transactions for boat launch fees and pavilion rental as deemed necessary by the County.

3.2 All scheduled rent payments, boat launch fees and other required payments shall be paid to the County on or before the first (1st) day of each month, and the first such monthly payment under this Agreement shall be due on the first day of the month following the commencement date of the Agreement. In the event the payments are not received by the

10th of each month, a late fee in the amount of 10% of the previous month's payment or \$150.00, whichever is greater, shall be paid to the County.

3.3 Payment of said rent shall be made by mailing or otherwise delivering a check or money order payable to at the following address:

For Standard Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

For Overnight Delivery: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

3.4 Said payments shall be made as indicated herein until such time as County may subsequently designate another place of payment.

3.5 Prior to the commencement of the lease, WildNative shall pay a security deposit in the amount of Ten Thousand Dollars (\$10,000.00) to secure the performance by WildNative of all terms and conditions of the Agreement and to secure payment to the County for (1) any losses or damages incurred by the County as a result of WildNative's failure to comply with the terms of this Agreement and (2) any losses, damages or reimbursements incurred by the County as a result of County's efforts to enforce the terms of this Agreement, including, but not limited to, reasonable attorney's fees and costs.

4. MAINTENANCE AND REPAIR

4.1 WildNative has inspected the Leased Premises prior to the execution of this Lease, and agrees to accept the same in its present condition. WildNative is taking the Leased Premises in "as is" condition. WildNative shall maintain and keep in a good state of repair all improvements situated on the Leased Premises, including, without limitation, windows, interior of the building, heating and air conditioning unit(s) and routine maintenance. WildNative shall be solely responsible for the maintenance of any additional improvements constructed by WildNative, as approved by the County, including, without limitation, renovations and any additional heating and air conditioning units, electrical wiring and plumbing. Subject to the limitations set forth below, WildNative shall be solely responsible for maintaining and keeping the Premises in a good state of repair, free from refuse and rubbish, and yards maintained, and shall return and surrender possession of the same at the expiration or termination of this lease in like good order as at the commencement of said Term, natural wear and tear excepted. Provided, however, that County shall be responsible for the maintenance and repair of the exterior, electrical wiring and plumbing in the building existing at the time of commencement of the Agreement, and the County shall provide grass mowing and landscaping, as deemed necessary by the County, in its sole discretion.

4.2 It is expressly understood and agreed between the parties hereto that the County shall not be responsible for the maintenance or repair to any of the items described herein which said maintenance or repair is necessitated by any act of WildNative or WildNative's invitees or licensees, it being expressly agreed by the parties hereto that such maintenance and repair shall be the obligation of WildNative, including any repair to the electrical wiring, plumbing and heating and air conditioning unit(s), provided, however, that WildNative shall not be responsible for any repairs necessitated as a result of negligence or intentional acts of County or its employees or agents.

4.3 WildNative may, at WildNative's expense, make such alterations in, or additions to, the building or Leased Premises, as WildNative may deem necessary to fit the same for the business of WildNative, upon first obtaining written approval of County, in County's sole discretion. It is understood that any and all improvements shall become property of the County, with the exception of fixtures purchased by WildNative which can be removed without damage to the Leased Premises.

4.4 County shall not be required to do any repairs upon the Leased Premises or building thereon other than those agreed upon by the County in writing at the commencement of the Lease, if any, and the County shall not be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of said roof, plumbing, gas, electrical, water, steam or other sewerage, or the bursting, leaking or running of any cistern tank, wash pan, water closet, or waste pipe, in, above or upon said building, premise or appliances located therein.

4.5 It is further understood and agreed by the parties hereto that nothing herein shall be construed as denying the County the right to make any repairs which are deemed necessary during the Term of this Lease, such right being expressly reserved unto the County.

4.6 WildNative shall also be responsible for the maintenance of fire extinguishers and pest control.

4.7 The cost of all utilities related to the Leased Premises and the operation of the retail store, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, shall be the sole responsibility of WildNative.

II. MANAGEMENT AGREEMENT FOR CAMPGROUND

5. MANAGEMENT AND OPERATION OF THE CAMPGROUND

5.1 WildNative shall be responsible for the management and operation of the campground, including the RV sites, primitive sites and bath house, subject to any rules, regulations or procedures adopted by the County, in its discretion. Attached as Exhibit B is a drawing of the campground and bath house as it will exist on the date of commencement, subject to any changes or modifications deemed necessary by the County, in its discretion.

5.2 As set forth in Section 5.1 and as depicted in Exhibit B, the County has installed or will install twenty-eight (28) RV sites, and County reserves the right to install additional RV sites, in its sole discretion. WildNative shall be responsible for installing the primitive camp sites, with an initial twenty (20) primitive camp sites to be installed on a location to be determined by the County. The installation of any further primitive camp sites may be approved by the County, in its discretion. WildNative may seek grant funding or assistance from other agencies, subject to the approval of the County, in its discretion.

5.3 WildNative shall be responsible for managing the campground, collecting all rental fees, maintaining the campground facilities, mowing grass, collecting trash and debris, cleaning the campground and providing adequate staff for the campground operations.

5.4 WildNative shall be entitled to charge an appropriate variable rent of not less than ten dollars (\$10.00) and not more than thirty dollars (\$30.00) per day for primitive campsites and not less than thirty-five dollars (\$35.00) and not more than sixty-five dollars (\$65.00) per day for RV sites, unless the County approves an increase or decrease, in its discretion. WildNative shall be required to publish a rate schedule outlining the rental rates to be charged during the year, including any discounts that may apply, which shall be provided to the County. The County reserves the right to authorize or require discounts for Baldwin County residents, in its discretion. The County reserves the right, in its discretion, to allow non-profit groups (for example, the Boy Scouts or Girl Scouts) to use the campground and facilities rent free.

5.5 (a) No camper or guests shall be allowed to stay in the same campsite for more than twenty-one (21) days, and no camper or guest shall be allowed to stay longer than twenty-one (21) consecutive days in the campground, unless otherwise approved or authorized by the rules and regulations adopted by the County. Campers and guests must leave the campground for a minimum of one (1) week. (b) Beginning on November 1 and ending seven days prior to the week of Spring Break as determined by the Baldwin County Board of Education for each year of the term (which shall be no later than April 1), WildNative may offer an extended stay option, subject to any policies, rules or regulations adopted by the County in its discretion. Subject to site availability and the policies, rules and regulations adopted by the County, WildNative may allow extended stay guest to utilize up to fourteen (14) sites for extended stay, provided, however, that no extended stay guests shall be allowed to stay in the same campsite for more than five (5) weeks, and extended stay guests must leave the campground for a minimum of three (3) weeks before returning to the campground. The initial policies, rules and regulations approved by the County shall be subject to amendment at any time, are attached hereto as Exhibit C.

5.6 Access to the campground may be restricted subject to rules and regulations approved by the County.

5.7 The cost of all utilities related to the campground only, including, but not limited to, electricity, water, sewer, telephone, internet or gas, if available, are to be deducted from the gross rent revenue collected from the RV and primitive campsites each month, and the

net rent revenue collected after the such deduction for utilities shall be subject to the payment of the management fees to WildNative as set forth in Section 5.8.

5.8 County shall pay WildNative a management fee based on the following schedule:

- A. WildNative shall be entitled to receive a management fee for the RV sites based on the number of RV sites constructed subject to the following schedule:
 - 1. Twenty-eight (28) to fifty-nine (59) RV sites constructed; forty-two percent (42%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 2. Sixty (60) to eighty-nine (89) RV sites constructed; twenty-six percent (26%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 3. Ninety (90) to One Hundred Twenty-four (124) RV sites constructed; nineteen percent (19%) of net rent revenue for the rental of RV sites and primitive campsites each month as described in Section 5.7.
 - 4. One Hundred Twenty-five or more RV sites constructed; fourteen percent (14) of net rent revenue for the rental of the RV sites and primitive campsites each month as described in Section 5.7.
- B. WildNative shall collect all campground rental fees, and after the deduction of the cost of the utilities as set forth in Section 5.7, WildNative shall remit all amounts collected to the County, less the management fees based on the net rent revenues as set forth above.

5.9 The term of the management agreement term shall coincide with the term of the lease and shall be subject to termination in the same manner as the lease.

III. REMAINING PROVISIONS APPLICABLE TO THE LEASE AGREEMENT FOR STORE AND MANAGEMENT AGREEMENT FOR CAMPGROUND

6. UTILITIES AND CARE OF PREMISES

6.1 Except as expressly set forth in this Agreement, WildNative agrees to pay all bills, cost of installation or maintenance incurred for electricity, water, gas, sewer, telephone, internet services, garbage or other utilities of whatsoever kind used on the Premises during the term of this Agreement; to keep all electrical apparatus in good order; to permit no waste of the property, or allow the same to be done, but to take good care of the same; and upon the termination of this Agreement, to surrender quiet and peaceable possession of the said Premises in like good order as at the commencement of said term, natural wear and tear excepted. Utilities will be transferred from County to WildNative upon commencement of the Agreement, and any charges for services through that date will be prorated between the parties.

**7. INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE
EXTENDED COVERAGE INSURANCE**

7.1 Indemnity. County shall not be liable to WildNative or to WildNative's employees, agents, licensees, guests or visitors, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property on or about the Premises caused by the negligence or misconduct of WildNative, its employees, subtenants, licensees, guests, visitors or concessionaires, or of any other person entering the Premises under the express or implied invitation of WildNative, or arising out of the use of the Premises by WildNative and the conduct of its business therein, or arising out of any breach or default by WildNative in the performance of its obligations hereunder or resulting from any other cause. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ANY COMMISSIONER, OFFICER, DIRECTOR, AGENT, EMPLOYEE, REPRESENTATIVE, TRUSTEE, BENEFICIARY, INSURER OR EMPLOYEE OF COUNTY (HEREIN COLLECTIVELY CALLED A "COUNTY RELATED PARTY") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, SUITS, LOSSES, CAUSES OF ACTION, LIENS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) OF ANY KIND, NATURE OR DESCRIPTION RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR ANY DAMAGE TO PROPERTY WHICH ARISES, OR IS CLAIMED TO ARISE FROM (I) AN INCIDENT OR EVENT WHICH OCCURRED WITHIN OR ON THE PREMISES; OR (II) THE OPERATION OR CONDUCT OF WILDNATIVE'S BUSINESS WITHIN THE PREMISES (COLLECTIVELY, THE "CLAIMS"), UNLESS SUCH CLAIM IS THE CAUSED SOLELY BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY COUNTY RELATED PARTY. WILDNATIVE SHALL, AT WILDNATIVE'S SOLE COST AND EXPENSE, DEFEND SUCH CLAIM BY OR THROUGH ATTORNEYS REASONABLY ACCEPTABLE TO COUNTY.**

WildNative shall not cause or permit hazardous materials to be brought upon, kept or used in or about the Premises other than as is necessary or useful to WildNative's business. Any such hazardous material shall be used, kept and stored in a manner that complies with all laws regulating any such hazardous material. **TO THE FULLEST EXTENT ALLOWED BY LAW, WILDNATIVE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND COUNTY RELATED PARTIES FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES AS A RESULT OF THE CONTAMINATION OF THE PREMISES BY ANY SUCH HAZARDOUS MATERIALS OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE. THIS INDEMNIFICATION OF COUNTY AND COUNTY RELATED PARTIES BY WILDNATIVE INCLUDES**

WITHOUT LIMITATION COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL OF WILDNATIVE PRESENT IN THE SOIL OR GROUNDWATER OR UNDER THE PREMISES AS A RESULT OF WILDNATIVE'S ACTIONS. WITHOUT LIMITING THE FOREGOING, IF THE PRESENCE OF ANY HAZARDOUS MATERIAL ON THE PREMISES CAUSED OR PERMITTED BY WILDNATIVE RESULTS IN ANY CONTAMINATION OF THE PREMISES, WILDNATIVE SHALL PROMPTLY TAKE ALL ACTIONS, AT ITS SOLE EXPENSE, AS ARE NECESSARY TO RETURN THE PREMISES TO THE CONDITION EXISTING PRIOR TO THE INTRODUCTION OF ANY SUCH HAZARDOUS MATERIAL TO THE PREMISES. "HAZARDOUS MATERIAL" SHALL MEAN ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF ALABAMA OR THE UNITED STATES GOVERNMENT.

7.2 Responsibility for Insurance Coverage:

(a) WildNative shall, during the Term, at its sole expense, obtain and keep in force, the following types of insurance insuring the WildNative and County and County Related Parties (County and County Related Parties shall at all times be named as an additional insured), as their respective interests may appear, (i) comprehensive general liability insurance coverage, personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability with limits of not less than One Million Dollars (\$1,000,000.00) (the aggregate limits of such insurance to apply specifically to the Premises and not to multiple locations); (ii) "All Risk" Physical Damage insurance for WildNative's property (personal property, fixtures and leasehold improvements) in or on the Premises, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, for the full insurable value thereof, including an endorsement provided for "loss of income" coverage; and (iii) All Risk Property Damage Insurance covering any building or improvements constructed by WildNative on the Premises (including exterior walls, downspouts, gutter and roof), in an amount not less than ninety (90%) percent of full replacement cost (exclusive of the cost of excavations, foundations, and footings), and with such retention and amounts deductible as County may in its discretion permit, providing protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief, earthquake and flood, and such other risks as County may from time to time determine and with any such deductibles as County may from time to time require. All such policies shall name County and County Related Parties as additional insureds.

(b) WildNative shall furnish evidence satisfactory to County of the existence of and maintenance of such insurance prior to or contemporaneous with the commencement of the Term and thereafter at least fifteen (15) days prior to any date on which such policy is required to be renewed. WildNative shall obtain a written obligation on the part of each insurance company to notify County at least thirty (30) days prior to the cancellation of such insurance.

7.3 Non-Liability for Certain Damages: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER COUNTY NOR ANY COUNTY RELATED PARTY SHALL BE LIABLE FOR DAMAGES TO WILDNATIVE OR ANY PARTY CLAIMING THROUGH WILDNATIVE FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OR FOR INTERRUPTION OR DAMAGE TO BUSINESS RESULTING FROM ANY OF THE FOLLOWING REASONS: (A) ANY ACT, OMISSION OR NEGLIGENCE OF WILDNATIVE OR WILDNATIVE'S EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, SUBTENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (B) ANY ACT, OMISSION OR NEGLIGENCE OF ANY OTHER TENANT WITHIN THE BUILDING, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, TENANTS, ASSIGNEES, LICENSEES, INVITEES OR CUSTOMERS; (C) THE REPAIR, ALTERATION, MAINTENANCE, DAMAGE OR DESTRUCTION OF THE PREMISES OR ANY OTHER PORTION OF THE PREMISES (INCLUDING THE CONSTRUCTION OF LEASEHOLD IMPROVEMENTS FOR OTHER TENANTS OF THE PREMISES); (D) VANDALISM, THEFT, BURGLARY AND OTHER CRIMINAL ACTS (OTHER THAN THOSE COMMITTED BY COUNTY'S EMPLOYEES); (E) ANY DEFECT IN OR FAILURE OF IMPROVEMENTS, EQUIPMENT, PIPES, WIRING, HEATING OR AIR CONDITIONING EQUIPMENT, STAIRS, ELEVATORS, OR SIDEWALKS; THE BURSTING OF ANY PIPES OR THE LEAKING, ESCAPING OR FLOWING OF GAS, WATER, STEAM, ELECTRICITY, OR OIL; BROKEN GLASS; OR THE BACKING UP OF ANY DRAINS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY COUNTY RELATED PARTY; (F) INJURY DONE OR OCCASIONED BY WIND, SNOW, RAIN OR ICE, FIRE, ACT OF GOD, PUBLIC ENEMY, INJUNCTION, RIOT, STRIKE, INSURRECTION, WAR, COURT ORDER, REQUISITION, ORDER OF ANY GOVERNMENTAL BODY OR AUTHORITY, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF COUNTY. UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR DAMAGES RELATED TO BUSINESS INTERRUPTION, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR LOSS OF PROFITS.

8. LOSS OF BUILDING

8.1 If the buildings located on the Premises are totally or partially damaged or destroyed by fire, or other cause, so as to be partially or totally unfit for the use or purpose for which the same is hereby let, the County may elect to repair or rebuild same within ninety (90)

days after receiving written notice from WildNative of such destruction. If such election is made, the County shall proceed to rebuild or repair the said building with due diligence. The rent during said time of reconstruction shall be reduced in the proportion that said Leased Premises in the untenable or unfit condition bears to the condition of the said Leased Premises immediately prior to said damage; provided, however, that in the event County fails to make such election to repair or rebuild within the aforesaid ninety (90) days after WildNative properly notifies the County of such damage, this Agreement may be terminated by WildNative by written notice to the County at any time after the expiration of said ninety (90) day period. Such notice must be given prior to the commencement of reconstruction by the County, and in the event that reconstruction is begun by the County subsequent to said ninety (90) day period and prior to notification by WildNative of its intent to terminate this Agreement, then WildNative will be deemed to have waived the right to so terminate.

9. EMINENT DOMAIN

9.1 In the event the whole of the Premises shall be taken by federal, state, county, city, public utility or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Premises, the Term hereby granted and all rights of WildNative hereunder shall immediately cease and terminate, and the rent herein provided for shall be adjusted as of the date of such termination of this Agreement.

9.2 In the event that a portion of the Premises be taken by such authority, this Agreement shall continue in full force and effect as to the property remaining, provided, however, that said property remaining is capable of a continued enjoyment by WildNative for the uses and purposes provided herein.

10. DEFINITION OF DEFAULT

10.1 The happening of any one or more of the following events shall constitute events of default hereunder:

- (a) The levy of execution or other legal process upon the interest of WildNative in the leasehold estate herein created on in this Agreement, or upon any property of WildNative located upon the Leased Premises that remain in effect for thirty (30) days from such levy.
- (b) The adjudication of WildNative to be bankrupt, or the approval of a petition for a reorganization of WildNative filed in good faith, in proceedings instituted under the bankruptcy laws, which remain in effect for thirty (30) or more days from such adjudication.
- (c) The making of an assignment by WildNative for the benefit of creditors with respect to all or substantially all of the WildNative's property.

- (d) The appointment of a receiver of WildNative or of WildNative's property by a court of competent jurisdiction which remains in effect for thirty (30) or more days from such appointment.
- (e) The failure of WildNative to pay any installment of rent, boat launch fees or any other payments hereunder at the maturity thereof and the continuance of such failure for a period of thirty (30) days after such maturity. It is understood and agreed between the parties hereto that it shall not be necessary for the County to give notice of rents, boat launch fees or other payments to become due or being unpaid, or to make any demand for same, the execution of this Agreement, signed by WildNative, which execution is hereby acknowledged, being sufficient notice of the rents, boat launch fees and other payments being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.
- (f) The failure of WildNative to perform any duty or obligation herein imposed upon WildNative at the time when this Agreement requires said duty or obligation to be performed and the continuance of such failure for a period of thirty (30) days after County provides written notice to WildNative of such failure.
- (g) The vacation of said Premises or abandonment of possession of the same by WildNative, or the use by WildNative of said Premises for purpose other than those for which the same are hereby let which is not cured within thirty (30) days after County provides written notice to WildNative of such act in violation of this Agreement.
- (h) Violation by WildNative of any laws, rules or regulations regarding the use of the Premises.

11. REMEDIES UPON DEFAULT

11.1 In the event of default by WildNative as provided in paragraph 10 hereof which is not cured within the cure periods provided, County shall have the right, at County's option:

- (a) To declare the remaining balance of rent for the entire term of this Agreement immediately due and payable and proceed by attachment, suit or otherwise to collect the whole amount for the entire Agreement term;
- (b) To charge interest on the balance at the rate of eighteen percent (18%) per annum or the highest rate allowed by the laws of the State of Alabama, whichever is less.

- (c) To cancel, terminate and annul this Agreement and immediately re-enter and repossess the let Premises;
- (d) To demand immediate possession of the Premises without annulling this Agreement; and
- (e) In the event this Agreement is in default by WildNative, County has the right to place "For Rent" signs on the building while such event of default is in existence and has not been cured. WildNative agrees to allow County, or parties authorized by County, to visit and inspect the building or show for view for buying or renting the same immediately upon default of the Agreement.

11.2 In the event of the action referred to in paragraph 10.1(c) above, WildNative shall immediately surrender possession of the Premises, and the County shall have the right, but not the obligation, at County's option, for the balance of the Agreement term, to rent the Premises, and WildNative shall pay to the County the difference between the rent reserved in this Agreement and any lesser amount of rent which the County may procure by renting the Premises to such other party.

11.3 The exercise by County of the right to declare the entire rent due for the entire term, and subsequent proceedings by the County to collect said rent, shall not affect County's right to exercise the privileges granted County in paragraph 10.1 above. The acceptance of rent by County after a violation of a duty or obligation of WildNative or breach by WildNative of a condition to this Agreement shall not be deemed a waiver of any default that may exist hereunder. The remedies provided for herein shall be cumulative and nothing contained herein shall be construed as restricting or limiting any right which the County may have, to recover damages, or other remedy provided by law, from WildNative for a breach of this Agreement.

12. ATTORNEY'S FEES

12.1 If an event of default by WildNative hereunder occurs, and in the event of the subsequent employment by the County of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the Premises, or on account of bankruptcy proceedings by or against WildNative, or legal process being issued against the leasehold interest of WildNative in the let Premises, or against any property of WildNative located upon the Premises, or upon the necessity of the County employing an attorney on account of any violation of the conditions of this Agreement by WildNative, in such event, WildNative hereby agrees to pay and shall be taxed with a reasonable attorney's fee and related costs for the services of such attorney on behalf of the County and any County Related Party.

13. TAXES

13.1 WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon (i) the land and improvements hereby leased; and (ii) any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by County. WildNative shall promptly pay all taxes and assessments of whatsoever kind and nature which are now or which may be imposed or assessed upon any fixtures, equipment, merchandise or other personal property of any kind installed upon the Premises or brought thereto by WildNative. WildNative shall, within fifteen (15) days of receiving notification of same, pay all property taxes assessed against the property, provided however that WildNative shall pay only the prorated portion of such taxes accruing during WildNative's occupancy of the Premises.

14. ACCESS TO RECORDS

14.1 Upon request, WildNative shall respond to requests for information and/or provide reports regarding the Agreement and the condition of the building to the County Commission or the County Administrator. WildNative shall maintain an accounting system and records to evidence or prove all required payments pursuant to this Agreement, and these records shall be kept for a minimum of three (3) years or as otherwise required by any applicable laws, rules and regulations.

15. ASSIGNMENT

15.1 WildNative shall not have the right to assign, sublease or transfer this Agreement without the prior written consent of County, which consent may be withheld, in the sole discretion of the County.

16. NOTICES

16.1 All notices given hereunder shall be made by either (1) delivery by hand to the address of WildNative or in person to WildNative, or posted at the entrance of the Leased Premises of WildNative for a period of twenty-four (24) hours; or (2) to WildNative or County in writing and sent by U.S. Registered or U.S. Certified Mail, postage prepaid, addressed as follows:

County: BALDWIN COUNTY COMMISSION
Attn.: Chairman of the Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

WildNative: WILDNATIVE LOL LLC.
C/O Druhan & Tyler, L.L.C.
Attorneys at Law
1106 Dauphin Street
Mobile, Alabama 36604

Mailing Address:
P.O. Box 6
Mobile, Alabama 36601

Each party may, by like notice, from time to time, designate any further or different address to which subsequent notices shall be sent.

17. HOLDING OVER

17.1 In the event that WildNative remains in possession of the Leased Premises or any part thereof after the expiration of said lease term, WildNative shall be a tenant at will of the County, and upon demand, WildNative shall surrender peaceable possession of said Premises to the County. In such event, all of the terms, conditions and covenants of this Agreement shall remain in full force and effect, and WildNative shall furnish written notice to the County of WildNative's intention to terminate said Agreement sixty (60) days prior to such termination, and failure to so notify the County shall render WildNative liable for the rents due under the terms of this lease for a period of two (2) months following the vacation of the premises, in addition to any other damage of whatsoever kind suffered by the County as a result of the failure of WildNative to so notify. County expressly reserves the right to exercise or pursue any and all remedies available at law or in equity.

18. SURRENDER OF POSSESSION

18.1 WildNative agrees that, upon the expiration of the lease term herein, WildNative will surrender quiet and peaceable possession of said Leased Premises in like good order as at the commencement of said term, reasonable wear and tear excepted. WildNative further agrees that WildNative shall be liable unto the County for the restoration of the Leased Premises to the same good condition that the said property was in as of the commencement date of the lease term herein, reasonable wear and tear excepted, and provided that such restoration is made necessary by damages caused to the leased property by WildNative through WildNative's negligence, willful act, abuse or other misuse of the leased property, reasonable wear and tear excepted.

19. SUCCESSIVE INTEREST

19.1 This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of each of the parties hereto.

20. EQUIPMENT AND FURNISHINGS / INTERNET SERVICES

20.1 The County, in its sole discretion, may allow for the use or purchase or lease of certain equipment, furnishings or internet services. If the County so elects and WildNative agrees, the parties may enter into a separate agreement or addendum to this Agreement outlining such terms and conditions.

21. LIEN ON LEASEHOLD

21.1 As further consideration of the Agreement and to secure the prompt payments of the rents due hereunder, a first lien is hereby expressly reserved by the County and granted by WildNative upon the terms of this Agreement and upon all interest of WildNative in this Agreement for the payment of rent and also for the satisfaction of any cause of action which may accrue to the County by provisions of this instrument. A first lien is expressly reserved by the County and granted by WildNative upon all buildings, improvements, fixtures, water fixtures, gas fixtures and any other fixtures of whatsoever kind erected or put in place or that may be erected or put in place upon the Leased Premises by or through WildNative for the payment of rent, and also for the satisfaction of any cause of action which may accrue to the County by the provisions of this Agreement.

22. SIGNAGE

22.1 All signage on the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations, and shall be subject to the approval of the County, in its sole discretion. No political signs or advertisements shall be placed on the Premises.

23. NO THIRD PARTY BENEFICIARIES

23.1 This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and permitted assigns, and no other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. **[NOTE: Discuss Rental Agreements.]**

24. ENTIRE AGREEMENT

24.1 This instrument constitutes the entire Agreement and understanding of the parties hereto of the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, restrictions, warranties, or representations between or among the parties hereto other than those set forth herein.

25. GOVERNING LAW

25.1 This Agreement shall be deemed to have been made within the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

IN WITNESS WHEREOF, the County and WildNative, by and through their duly authorized representatives, have signed duplicate originals of this Agreement on this the 1st day of August, 2017.

COUNTY

BALDWIN COUNTY COMMISSION


Attest:

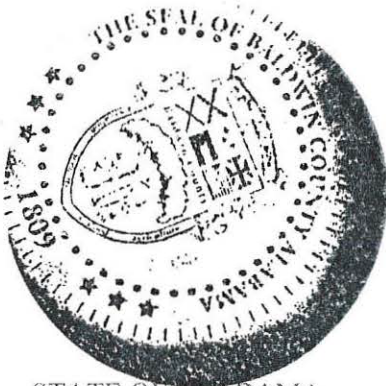

RONALD J. CINK
County Administrator/Budget Director

By: 
T. CHRISTOPHER ELLIOTT
Its Chairman

WILDNATIVE

WILDNATIVE LOL LLC
An Alabama limited liability company

By: 
Michael Dorie
Its Director




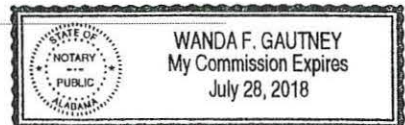
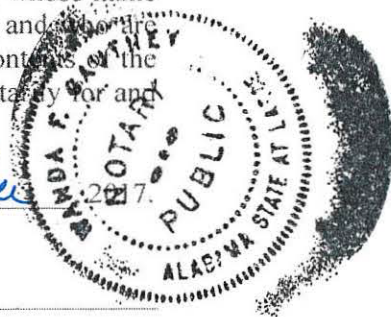
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Wanda Gautney, a Notary Public, in and for said County in said State, hereby certify that T. CHRISTOPHER ELLIOTT, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD J. CINK, whose name as County Administrator/Budget Director, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 14th day of September, 2017.


Notary Public, Baldwin County, Alabama
My Commission Expires:

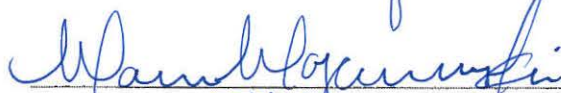


STATE OF ALABAMA

COUNTY OF Baldwin

I, Maria Wojciechowski, a Notary Public, in and for said County in said State, hereby certify that Michael Deric, whose name as Director of WILDNATIVE LOL LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

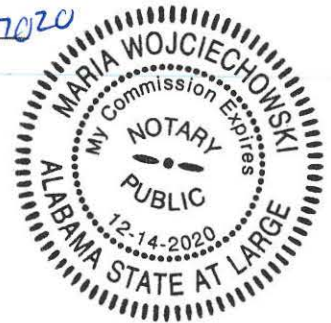
Given under my hand and seal this 1st day of August, 2017.



Notary Public, Baldwin County, Alabama

My Commission Expires: 12/14/2020

This instrument prepared by:
DAVID J. CONNER of
BLACKBURN & CONNER, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507



Find address or place



+

2

A horizontal number line with two tick marks. The first tick mark is labeled "10m" and the second tick mark is labeled "40ft".

 Zoom ▾
 Clear ▾

Parcel Number

 Pin

Owner

Address**Address2**

Address3

City

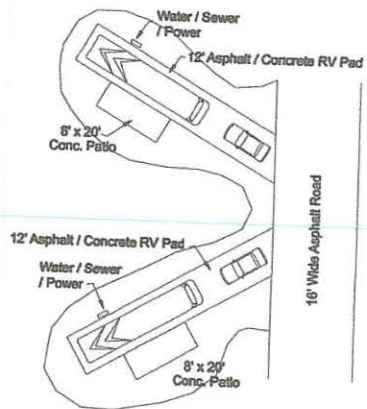
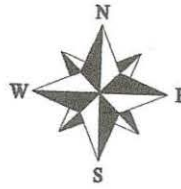
State

Zip

Prop

Leased Premises

EXHIBIT A



TYPICAL R.V. LOT

PHASE ONE
5.73 AC. +/-
28 SPACES
1,895 L.F.

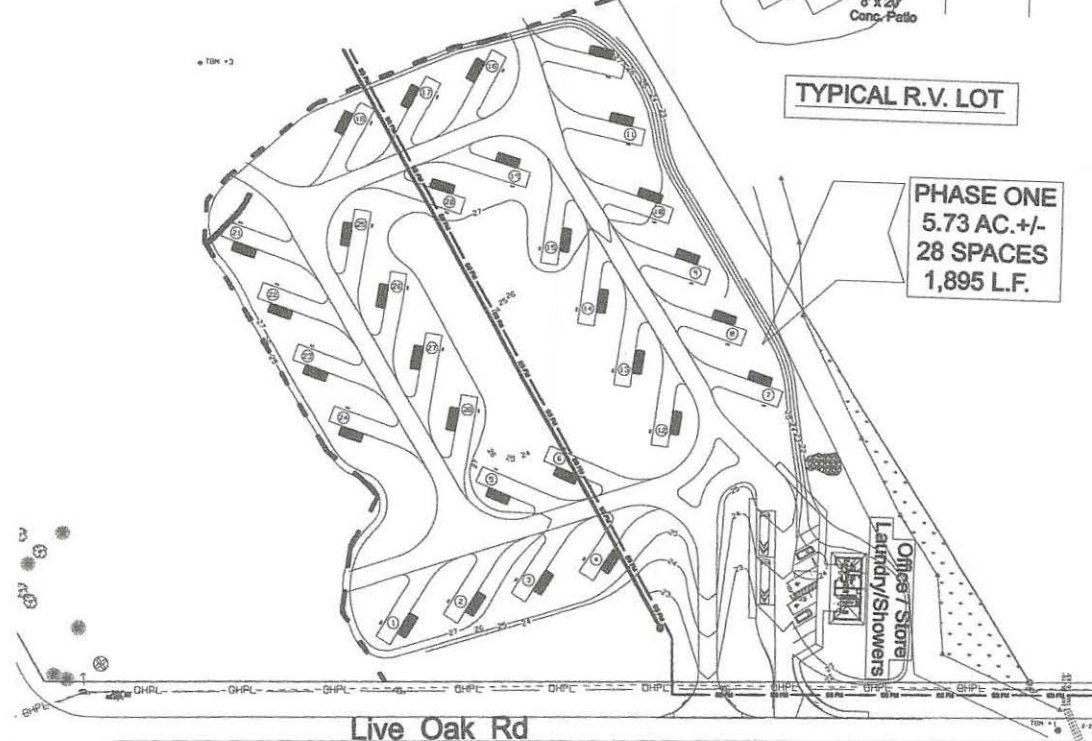


EXHIBIT C

LIVE OAK LANDING CAMPGROUND EXTENDED STAY POLICIES, RULES AND REGULATIONS

1. Extended stay lots shall be subject to the published weekly rates. No monthly or longer-term rates shall be allowed.
2. Guest with motorhomes, fifth wheels and travel trailers only shall be allowed to utilize the extended stay option. No pop-up or tent campers shall be allowed to utilize the extended stay option.
3. No subletting of sites will be allowed.
4. No indoor furniture or appliances are allowed outside of camping unit.
5. Only one camping unit is allowed per site.
6. Campsites must be clean and well-kept at all times.
7. Only two vehicles are allowed per site.
8. No external propane tanks are allowed to be installed on the ground.
9. No permanent clothes lines are allowed.
10. Any lots or campers that are not kept clean may be subject to cleaning by management, and a charge for such services will be imposed.
11. No storage sheds or any permanent structures are allowed.
12. No ATV's, 3 wheelers, 4 wheelers, motorized scooters or go-carts will be allowed in the campground. Motorcycles are to be used only for transportation in and out of the park. Battery powered golf carts and scooters are allowed.
13. There shall be a limit of two pets per site, and campers must clean up after their pets.
14. Pets must be kept on a leash at all times and shall not to be left outside overnight.
15. Nuisance pets, including, but not limited to, excessive barking, aggression, failure to police feces, wandering cats, etc., as determined by the management or the County, will not be allowed.
16. No fences or cages for pets shall be allowed outside. Portable pet play pens are allowed during the day.
17. Only four adults shall be allowed to camp or stay overnight on each site.
18. Quiet time shall be from 10p.m. till 7 a.m.
19. No electric water heaters shall be installed outside of the camper.
20. No disfiguring of trees or shrubs, including, but not limited to, nails and other hardware, cutting, girdling with rope, or removal, is allowed.
21. The number of sites available for extended stay may be amended or changed by the County, in its discretion.

NOTE: These policies, rules and regulations may be amended by the County at any time in its discretion.



05-19-07-43-0-000-006.001

Store Subject to Lease



Live Oak Store



Interstate

Roads



0 130 260 520
Feet

The information contained in this representation of digital data was provided by the Baldwin County Commission's GIS Department, derived from a variety of public and private sources, and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranty, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of the information of data contained in the Baldwin County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assumes no liability for errors or omissions in this data, and assumes no responsibility to maintain it in any particular form. For more information concerning this map, call 251-360-2345.



NOTICE OF PUBLIC HEARING

Pursuant to Amendment No. 750 of the Alabama Constitution of 1901, as amended

Where: Baldwin County Commission Chambers
When: June 22, 2017 at 9:00 a.m.
What: Live Oak Campground – Proposed Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing between the County Commission and WildNative LOL, LLC, an Alabama limited liability company

Pursuant to Amendment No. 750 of the Alabama Constitution of 1901, as amended, (“Amendment No. 750”), the County Commission (the “Commission”) of Baldwin County (the “County”) hereby provides notice to the public that the Commission will conduct an open public hearing during its regularly scheduled meeting on June 22, 2017 at 9:00 a.m. (the “Hearing”) in the Baldwin County Commission Chambers at 322 Courthouse Square in Bay Minette, Alabama in order to give interested citizens the opportunity to hear and be heard on the following matter to be considered by the Commission on such date:

Background

The County has heretofore issued its \$600,000 principal amount of General Obligation Taxable Warrant, Series 2016-A, dated the date of delivery (the “Warrant”), in order to finance the purchase, acquisition, construction and equipment of the public recreational boat launch and campground area known as “Live Oak Landing.” The County has since operated Live Oak Landing but considers that the arrangement described below may be in its better interest, despite the benefits that WildNative will realize from the expenditure of the County’s funds.

Proposed Lease Agreement and Management Agreement

WildNative LOL, LLC, an Alabama limited liability company (“WildNative”), has requested that the County consider entering into a “Lease Agreement for Store and Management Agreement for Campground Located at Live Oak Landing” (the “Agreement”), subject to any terms or conditions deemed necessary by the Commission, whereby WildNative will (1) lease from the County and operate a retail sales and rental store for services related to the operation of the campground, boat launch, kayak rentals, and other services provided at Live Oak Landing, and (2) manage and operate the Live Oak Landing Campground on behalf of the County.

Financial Considerations

The County will lease the on-site store to WildNative in exchange for the collection of boat launch fees and other fees or payments required by the Agreement to be paid to the County. In addition, WildNative will provide management and maintenance services related to the store as set forth in the Agreement.

WildNative will in return otherwise operate the store for its own profit and operate the campground on behalf of the County. The various other duties, obligations, risks and requirements of the County and WildNative with respect to the operation of the Campground are more particularly described in the Agreement.

Term of Agreement

The initial term of the Agreement will be 3 years, but said Agreement will automatically renew for 2 additional 3 year terms (a total of 6 years) unless earlier terminated or not renewed by either party at their option upon 90 days' notice, or as otherwise terminated as set forth in the Agreement. If neither party terminates, the Agreement it will last for a total of 9 years.

Other Considerations

The Commission will consider whether the expenditure of public funds in the form of the Warrant for Live Oak Landing and the execution of the Agreement will serve a valid and sufficient public purpose despite the financial benefits realized by WildNative, as presently contemplated by the Agreement. The County believes that the public will benefit from this arrangement, because it is believed that the operation of Live Oak Landing pursuant to this arrangement will be improved resulting in more and better amenities and services.

This notice will be published in the *Mobile Press-Register* and the *Gulf Coast Newspapers* not less than 7 days prior to the date of the Hearing. Interested citizens are encouraged to attend the meeting and be heard. Interested citizens may also submit prior written comments to the Clerk/Treasurer's office. A copy of the Agreement is also available for further public inspection and comment at the Clerk/Treasurer's office.

BOOK TRANSFER SUMMARY REPORT

Report Date 9/12/17

Page 1 of 1

166828

Sending Financial Institution: All
Sending Account Name: All
Value Date From: 9/12/17 Value Date To: 9/12/17

Printed on 9/12/17 8:39:53 AM

Entry Date: 9/12/17 Value Date: 9/12/17
Status: Processed Type: One Time
Amount: 10,000.00
Sequence #: 1 Entry User: dgbryars
Reference: Tracking #: BT17255000012
Host Message: Transfer completed successfully

Sending Financial Institution: Hancock / Whitney
Sending Account #:
Sending Account Name: 144 Parks Fund
Sending Account Currency: USD

Receiving Financial Institution: Hancock / Whitney
Receiving Account #:
Receiving Account Name: 144 Legal Minimum Parks Fund
Receiving Account Currency: USD

WildNative LOL, LLC

P.O. Box 7164
Spanish Fort, AL 36577

61-8/620

DATE 8/15/17 1001

PAY TO THE ORDER OF Baldwin County Commission \$ 10,000.⁰⁰
Ten Thousand and ⁰⁰/₁₀₀ DOLLARS

Wells Fargo Bank

MEMO Live Oak Landing - Deposit


AUTHORIZED SIGNATURE MPENTERED
WB

Security features included. Details on back.



Baldwin County Commission

Agenda Action Form

File #: 21-0814, **Version:** 1

Item #: FR1

Meeting Type: BCC Regular Meeting

Meeting Date: 5/4/2021

Item Status: New

From: Matthew Brown, Planning and Zoning Director

Submitted by: Ashley Campbell, Natural Resource Planner

ITEM TITLE

*Mobile Bay National Estuary Program/Alabama Department of Environmental Management 319 Grant - Letter of Support for the D'Olive Creek Watershed Restoration Project

STAFF RECOMMENDATION

Approve and authorize Chairman to execute the Mobile Bay National Estuary Program (MBNEP)/Alabama Department of Environmental Management 319 Grant - Letter of Support for the D'Olive Creek Watershed Restoration Project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Planning and Zoning Department received a request from MBNEP for the Baldwin County Commission to execute a letter of support for their use of ADEM 319 Grant funding to continue implementation of the D'Olive Watershed Management Plan by restoring two additional stream segments.

MBNEP has been a steadfast champion of the restoration of the D'Olive Watershed, facilitating the development of the plan to restore the D'Olive Watershed to a more natural hydrologic condition and implementing the management measures called for in the Watershed Plan. MBNEP joined forces with the cities of Daphne and Spanish Fort, Baldwin County, Westminster Village, and the Alabama Department of Transportation to restore a severely impaired portion of the watershed which was depositing over 300 tons of sediment into D'Olive Bay annually and most recently secured over \$14 million dollars through the National Fish and Wildlife Foundation Gulf Environmental Benefits Fund to continue restoration of severely eroded segments of Tiawasee Creek, D'Olive Creek and Joe's Branch. With the leadership of the MBNEP, Joe's Branch (an urban stream) has been removed from the ADEM 303d list impaired by siltation. The video link below illustrates MBNEP's efforts in watershed planning and restoration using ADEM 319 Grant Program funding and the inspiring delisting of Joe's Branch.

<https://www.mobilebaynep.com/videos/protecting-alabamas-waters>

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: N/A

If this is not a budgeted expenditure, does the recommendation create a need for funding?
N/A

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

If the proof of publication affidavit is not attached, list the reason: N/A

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Mail original letter of support to:

Ms. Roberta Arena Swann, Director
Mobile Bay National Estuary Program
118 N. Royal St., Suite 601
Mobile, AL 36602

CC: Ashley Campbell - via email: Ashley.campbell@baldwincountyal.gov

Additional instructions/notes: N/A

May 4, 2021

Ms. Roberta Arena Swann, Director
Mobile Bay National Estuary Program
118 N. Royal St., Suite 601
Mobile, Alabama 36602

RE: D'Olive Watershed Management Plan (WMP)

Dear Ms. Swann:

We are writing to express our support for the Mobile Bay National Estuary Program (MBNEP) in its pursuit to continue implementation of the D'Olive Watershed Management Plan (WMP) by restoring sediment-impacted tributaries to D'Olive Bay in Baldwin County, Alabama. The County remains invested in implementing the D'Olive WMP. This proposed project involving restoration of two more unstable headwaters reaches will build on previous ADEM 319 investments to protect the quality of receiving waters and downstream fishery nursery habitats in a meaningful way and ensure continued efforts to improve the health of our local waters.

Since, the completion of the D'Olive Watershed Management Plan in 2010, MBNEP has spearheaded efforts to implement recommendations that led to over \$14 million dollars invested to restore over 12,000 linear feet of degraded streams and 92 acres of flood plain, updated regulations to increase the capacity of local governments to better manage stormwater and educated the community better on the importance of these efforts.

Baldwin County looks forward to partnering on this project and continuing our role as wise stewards of coastal Alabama's natural resources and estuarine waters.

If you have any questions or need further assistance, please do not hesitate to contact Matthew Brown, Planning and Zoning Director, at (251)580-1657.

Sincerely,

JOE DAVIS, III, Chairman

JAMES E. BALL, Vice Chairman

BILLIE JO UNDERWOOD, Commissioner

CHARLES F. GRUBER, Commissioner