

Baldwin County Commission



Work Session Meeting Agenda

Monday, April 19, 2021

8:30 AM

Baldwin County Fairhope Satellite Courthouse
County Commission Meeting Chambers – 2nd Floor
1100 Fairhope Avenue
Fairhope, Alabama 36532

Regular Meeting Agenda

Tuesday, April 20, 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 6, 2021, Regular Meeting

B ACTION ITEMS

BA ADMINISTRATION

- | | | |
|------------|--|--------------------------------|
| BA1 | Acknowledgement of Tax Abatement - Loxley Industrial Development Board
- Imperial Bag & Paper Co LLC, and I-10/Gulf Coast Logistics Center, LLC | <u>21-0751</u> |
| BA2 | Revision of County Take Home Vehicle List - April 2021 | <u>21-0778</u> |
| BA3 | Tent Rental for the Annual Law Enforcement Memorial Event on May 13,
2021 | <u>21-0749</u> |

BE BUDGET/PURCHASING

- | | | |
|------------|---|--------------------------------|
| BE1 | Competitive Bid #WG21-18 - Provision of Police Vehicle Accessories for
the Baldwin County Commission | <u>21-0705</u> |
| BE2 | Competitive Bid #WG21-19 - Provision of Concrete Sidewalk Repair on
County Right-of-Ways for the Baldwin County Commission | <u>21-0709</u> |
| BE3 | Competitive Bid #WG21-20 - Provision of Police Vehicle Equipment for the
Baldwin County Commission | <u>21-0750</u> |

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- | | | |
|------------|--|--------------------------------|
| BE4 | Competitive Bid #WG21-25 - Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for the Baldwin County Commission | <u>21-0745</u> |
| BE5 | Competitive Bid #WG21-26 - Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama, for the Baldwin County Commission | <u>21-0755</u> |
| BE6 | Competitive Bid #WG21-27 - Labor and Incidental Materials for Roof Replacement and Maintenance to Various County Buildings for the Baldwin County Commission | <u>21-0762</u> |
| BE7 | Quote for the Installation of a Permanent Foundation for the Baldwin County MacBride Landfill Truck Scale Located in Loxley, Alabama, for the Baldwin County Commission | <u>21-0756</u> |
| BE8 | *Resolution #2021-063 - Authorization for the Issuance, Sale, Delivery and Payment of a \$30,000,000.00 Maximum Principal Amount General Obligation Taxable Warrant, Series 2021-A | <u>21-0685</u> |
| BH | COMMUNICATIONS/INFORMATION SYSTEMS (CIS) | |
| BH1 | DocuSign Agreement for Electronic Signatures | <u>21-0758</u> |
| BH2 | Tensaw Volunteer Fire Department - Agreement Regarding Baldwin County Commission Interoperability Communications System | <u>21-0757</u> |
| BN | HIGHWAY | |
| BN1 | Disclaimer, Extinguishment, and Release of Purported Right-of-Way Easements on Knox Landing | <u>21-0773</u> |
| BN2 | *Resolution #2021-070 - Small Wireless Facilities on Public Rights-of-Way | <u>21-0776</u> |
| BN3 | Town of Toxey, Alabama - Sale of One (1) Used Vehicle | <u>21-0770</u> |
| BQ | PERSONNEL | |
| BQ1 | Finance and Accounting Department - Creation of Position | <u>21-0774</u> |
| BQ2 | Highway Department (Bay Minette) - Promotion of Employees | <u>21-0763</u> |
| BQ3 | Highway Department (Geospatial) - Promotion of Employee | <u>21-0768</u> |
| BQ4 | Highway Department (Maintenance Engineering) - Employment of One (1) Engineering Technician I Position | <u>21-0764</u> |
| BQ5 | Highway Department (Silverhill) - Promotion of Employee | <u>21-0767</u> |
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BQ6 Revenue Commission - Position Changes [21-0765](#)

BQ7 Sales, Use, and License Tax Department - Employment of One (1) Revenue Clerk I Position [21-0766](#)

BR PLANNING AND ZONING

BR1 Town of Elberta - Termination of Planning Jurisdiction Agreement [21-0772](#)

C PRESENTATIONS

CA GENERAL

CA1 Proclamation - Older Americans Month - May 2021 [21-0748](#)

D PUBLIC HEARINGS

E COMMITTEE REPORTS

EA FINANCE/ADMINISTRATION DIVISION

EA1 Payment of Bills [21-0754](#)

EA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [21-0753](#)

F DISCUSSION ITEMS

FF BUILDING INSPECTION

FF1 City of Orange Beach - Memorandum of Understanding for Fire Code Services [21-0760](#)

FR PLANNING AND ZONING

FR1 *Pensacola and Perdido Bays Estuary Program (PPBEP) Update [21-0777](#)

G COMMISSIONER REQUESTS

H ADDENDA

HA1 Request for Leave of Absence - Central Annex [21-0769](#)

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 #: 21-0751, **Version:** 1

Item #: BA1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Carjetta Crook, Administrative Support Specialist, IV

ITEM TITLE

Acknowledgement of Tax Abatement - Loxley Industrial Development Board - Imperial Bag & Paper Co LLC, and I-10/Gulf Coast Logistics Center, LLC

STAFF RECOMMENDATION

In observance with §40-9B-5(d), Code of Alabama (1975), take the following actions:

- 1) Acknowledge the receipt, on March 30, 2021, by certified mail, of a Resolution, by the Loxley Industrial Development Board granting a Tax Abatement to Imperial Bag & Paper Co LLC, and I-10/Gulf Coast Logistics Center, LLC; and
- 2) Forward to the Office of Revenue Commissioner of Baldwin County and Office of Probate Judge of Baldwin County the Resolution(s) and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Tax Abatement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 40-9B-1, et seq., Code of Alabama 1975, or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant Tax Abatements in their respective effort to attract new industries and encourage existing industries to expand their pursuits in their varied jurisdictions.

Section 40-9B-5, Code of Alabama 1975, which is entitled "Granting of Abatement," provides: "(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted."

Staff requests the County Commission acknowledge receipt of the Resolution by Loxley Industrial Development Board granting the above referenced Tax Abatement and, further, forward to the Office of Revenue Commissioner of Baldwin County and Office of Judge of Probate of Baldwin County the Resolution and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Tax Abatement.

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: Correspondence to:

The Honorable Teddy Faust
Revenue Commissioner
Baldwin County, Alabama
Post Office Box 1389
Bay Minette, Alabama 36507

The Honorable Harry D'Olive
Judge of Probate
Baldwin County, Alabama
Post Office Box 459
Bay Minette, Alabama 36507

cc: Ron Cink, Cian Harrison, Heather Gwynn, Shelby Middleton

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

Additional instructions/notes: N/A



**BALDWIN
COUNTY**

ECONOMIC
DEVELOPMENT
ALLIANCE

P.O. BOX 2243 FAIRHOPE, AL 36533
www.baldwineda.com

4BCC
WDY
R.C. Mc
Chamism
CDavis
H. Gwynn

Susan V.

March 26, 2021



Honorable Charles F. (Skip) Gruber
Baldwin County Commission
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

CERTIFIED MAIL

Dear Commissioner Gruber,

As required by Alabama Law, I am enclosing a copy of the executed tax abatement application, resolution, and agreement granted to **Imperial Bag & Paper Co LLC** and **I-10/Gulf Coast Logistics Center, LLC** by the **Loxley Industrial Development Board** for a new project. The project is located in Baldwin County, inside the limits of the Town of Loxley.

Thank you for your time and consideration in this matter. If you have any questions, please call me at (251) 970-4003.

Sincerely,

Tanner Jones
Baldwin County Economic Development Alliance

This Resolution is made this 3rd day of March, 2021 by the Loxley Industrial Development Board (the Granting Authority), to grant a tax abatement to Imperial Bag & Paper Co LLC and I-10/Gulf Coast Logistics Center, LLC (the Company).

WHEREAS, the Company has announced plans for a (check one):

- ☒ new project or
- ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- ☒ all state and local noneducational property taxes,
- ☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ☐ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$ 7,250,000 by Imperial Bag & Paper Co LLC and \$ 13,421,365 by I-10/Gulf Coast Logistics Center, LLC; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- ☒ all state and local noneducational property taxes,

- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Loxley Industrial Development Board at a meeting held on the 3rd day of March, 2021.


(Secretary)



Baldwin County Commission

Agenda Action Form

File #: 21-0778, Version: 1

Item #: BA2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Revision of County Take Home Vehicle List - April 2021

STAFF RECOMMENDATION

Approve the attached revised "County Take Home Vehicle List - April 2021" of the County employees and officers who drive County vehicles home as identified in the report.

The total number of Baldwin County Commission departmental staff driving public taxpayer owned County vehicles is 202.

BACKGROUND INFORMATION

Previous Commission action/date: April 6, 2021 - Last revision to the Take Home Vehicle List approved by the Commission.

Background: Staff has received a request from Joey Nunnally, County Engineer, to revise the Take Home Vehicle List as follows:

Add:

Randy Black, Assistant Area Supervisor, Area 100

Remove:

Mike Sharp, Assistant Area Supervisor, Area 100

By approving the revised list, staff will be able to provide to the Clerk Treasurer, an accurate list of employees for tax purposes.

General Background:

Baldwin County Commission Policy #2.9, provides that in December of each year, the County Administrator shall present a current list of employees who drive County owned vehicles assigned to the Baldwin County Commission. The County Administrator has collected data on all vehicles assigned to Department Directors, Elected Officials and Staff. These vehicles are further defined by the number of vehicles driven home (and by whom) in order for the Baldwin County Commission to

review and approve. If changes occur during the year, staff brings the revised list to the Baldwin County Commission to review and approve.

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: Victoria Key, Administrative Support Specialist - Email approved list to Cian Harrison, Clerk Treasurer, cc: Administration Staff.

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

Additional instructions/notes: N/A

County Take Home Vehicle List - April 2021

County Commissioner

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Building Maintenance			
2018 Ford F-150	Junius Long	5	Must respond to after hours call-outs.
Animal Shelter			
2008 Ford F-150 XL	Kim Peacock	40	On Call Animal Control Officer
2011 Ford F-250	Micheal Dorman	12	On Call Animal Control Officer
2019 Ford F-250	Sarah Jaresh	36	On Call Animal Control Officer
2019 Ford F-250	Gina Jones	75	On Call Animal Control Officer
EMA			
2011 Ford F-250	Zachary Hood	30	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
2014 Ford Expedition	Michael Purner	14	Mike functions as Call of Duty Officer one week each month and also is subject to 24/7 call out per job description. It is imperative to reduce the amount of response time to command scene, have the appropriate equipment available and ready, and may require transportation of available resources to pick up in one location of the county for delivery to another location within the county. The objective is to have 3 different county EMA assets staged and ready at various locations within the County when EMA is dispatched. As of last month, EMA was paged 398 different times during FY20.
2015 Chevrolet Tahoe	Scott Wallace	50	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
Any/ All EMA Vehicles, as available	Danon Smith	20	For Use Only when On Call
Highway			

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2018 Ford F150 Crew Cab 4x4	Johnny Jackson	24	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.-County vehicle has County Highway Department radio for sometimes critically important communication. Also used for after hour weekend appointments.
2016 Ford F-150 4x4	Frank Lundy	54	Same as Above
2015 Ford F-150 4x4	Joey Nunnally	20	Same as Above
2018 Ford F-150 Crew Cab 4x4	Randy Black	20	Same as Above
2018 Ford F150 Crew Cab 4x4	Adam Harville	110	Same as Above
2019 Ford F-150 Crew Cab 4x4	Kevin Carroll	46	Same as Above
2019 Ford F-150 Crew Cab 4x4	Pete Peterson	38	Same as Above
2019 Ford F-150 Crew Cab 4x4	Tyler Mitchell	35	Same as Above
2018 Ford F-150 Crew Cab	Dustin Thweatt	15	Same as Above

Parks

2019 Ford F-150 Crew Cab 4x4	Madison Steele	68	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.
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Building Department

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2020 Ford F-150	Eddie Harper	40	Building Official is on call 24/7 for emergency purposes. We are required to approve entry into any structures that may be damaged due to storms, fires and accidents at all hours. The Building official also attends after hours meetings with various organizations in all areas of the County, i.e. (Home Builders and Realtor associations). Duties also include being available at 3 offices located in Foley, Fairhope and Bay Minette. Building Official will also serve as back up inspector for all 3 offices as needed.
2017 Ford F-150	Frederick "Freddy" Holman	12	The Building Department is implementing online permit inspection software which can be accessed via any mobile device. Inspectors will be able to view their daily inspection assignments and construction plans from their iPads. Direct from home allows a more timely response to job sites especially since most of our inspectors live in the inspection territories that they are
2019 Ford F-150	Murray Authement	20	Same as Above
2017 Ford F-150	Ashley Anderson	54	Same as Above
2007 Ford F-150	Christopher "Jason" Byrd	30	Same as Above
2016 Ford F-150	Robert "Rob" Madison	14	Same as Above
2016 Ford F-150	Michael Morris	22	Same as Above
Solid Waste			
2016 Ford F-250	JT Qualls	45	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Qualls is a first responder for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2020 Ford F-150	David Deyton	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Deyton is a Landfill Supervisor for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2020 Chevy Silverado	Sherman Boutwell	82	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Boutwell is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2018 Chevy Silverado	Charlie Stanford	10	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Stanford is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2017 Chevy Silverado	Randall Aaron	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Aaron is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2020 Chevy Silverado	Wesley Pate	46	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Pate is a Landfill Gas Technician for Magnolia Landfill and is responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2018 Chevy Silverado	Ed Fox	26	Mr. Fox is the Development & Environmental Assistant Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.
2020 Chevy Tahoe	Terri Graham	5	Ms. Graham is the Development & Environmental Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.

Other Elected Officials

Department:	# of Vehicles Driven Home:	Vehicle Description:	Employee:
County Commissioners	2	2015 Ford F-150 4X4 2020 Chevy Tahoe	Commissioner Charles Gruber Commissioner Billie Jo Underwood
Coroner	1	2015 Ford F-150 4X4	Coroner Brian Pierce
Probate Office	2	2020 Ford Expedition	Judge Harry D'Olive

County Take Home Vehicle List - April 2021

County Commissior

Vehicle Description	Employee	Round Trip (Estimated) 2012 Chevy Tahoe	Reason for Need to Drive Vehicle Home Dean Mott Chief Clerk
Sheriff	163	See below	
Sheriff	142 Sworn Officers 5 Support Personnel 5 Jail Support 5 Admin Personnel 6 Jail Personnel		

Complete Total Number of Vehicles Driven Home: 202



Baldwin County Commission

Agenda Action Form

File #: 21-0749, Version: 1

Item #: BA3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Keri E. Green, Commission Executive Assistant

ITEM TITLE

Tent Rental for the Annual Law Enforcement Memorial Event on May 13, 2021

STAFF RECOMMENDATION

Authorize the expenditure of \$975.00 from budget line item 10051125.51500 to rent a 40'x60' tent from A Grand Affair for the Baldwin County Sheriff's Office Annual Law Enforcement Memorial Event on May 13, 2021, at 11:00 a.m., at the Law Enforcement Memorial Park in Robertsedale, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: May 5, 2020 - Last BCC approval for expenditure of \$375.00 for the rental of a 20'x20' tent from Miller's Grand Events for the Baldwin County Sheriff's Office Annual Law Enforcement Memorial Event on May 12, 2020. BCSO requested a smaller tent in 2020 to downsize the event due to the Covid-19 Pandemic.

April 16, 2019 - BCC approval for expenditure of \$950.00 for the rental of a 40'x60' tent from a Grand Affair for the Baldwin County Sheriff's Office Annual Law Enforcement Memorial Event on May 14, 2019.

Background: The Baldwin County Sheriff's Office will host its Annual Law Enforcement Memorial Event on May 13, 2021, at 11:00 a.m., taking place at the Law Enforcement Memorial Park in Robertsedale, Alabama. This annual event honors law enforcement officers for their service.

FINANCIAL IMPACT

Total cost of recommendation: \$975.00

Budget line item(s) to be used: 10051125.51500

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 - Notify the following by email after Commission Approval:

Sheriff Hoss Mack
Chief Deputy Anthony Lowery
Major Jimmy Milton
Major Steve Arthur
Captain Tony Nolfé
Captain Greg Thicklin
Captain Clint Cadenhead
Connie Dudgeon
Keri Green

Keri Green will generate a requisition to Purchasing Department for a purchase order for tent rental from A Grand Affair and will inform Capt. Clint Cadenhead once PO has been issued to the company.

Capt. Cadenhead and BCSO will coordinate tent delivery and pick up after PO has been issued.

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

Additional instructions/notes: N/A

A GRAND AFFAIR
PARTY RENTAL CENTER
(251)943-8188
www.agrandaffairpartyrental.com
agrandaffairpartyrental@gmail.com

EQUIPMENT/ JOB QUOTE

**QUOTE
EXPIRES**

QUOTED BY : JUDY ROBERTSON

DAY / DATE : MONDAY, 4/12/2021

N/A

LAW ENFORCEMENT MEMORIAL

MAY 13 2021

18126 COUNTY ROAD 54 ROBERTSDALE AL

EVENT TITLE

EVENT DATE(S)

EVENT LOCATION

TO : BALDWIN COUNTY COMMISSION / KERRI GREEN
312 COURTHOUSE SQUARE SUITE 11
BAY MINETTE ALABAMA 36507

PHONE : 251-937-0267

EMAIL : KEGREEN@BALDWINCOUNTYAL.GOV

***** NOTE *****

THIS QUOTE DOES NOT CONSTITUTE A RENTAL AGREEMENT/CONTRACT BETWEEN EITHER PARTY. NO RENTAL ITEM MAY BE RESERVED BASED ON SAID QUOTE. MAKE YOUR DECISION PROMPTLY & VERIFY EQUIPMENT AVAILABILITY. A SIGNED/DATED RENTAL AGREEMENT/CONTRACT & RESERVATION DEPOSIT IS REQUIRED TO RESERVE RENTAL EQUIPMENT. SEE PAYMENT TERMS BELOW.

ITEM DESCRIPTION (IDENTIFY ITEMS TO BE USED ON BEACH)

QUANTITY

PRICE

TENT, 40 X 60 POLE INSTALLED ON LAWN

1

800.00

NOTE :

REGULAR PRICE FOR THIS JOB IS \$1,205.00. A GRAND
AFFAIR WILL DO THE JOB FOR \$975.00. THIS IS A
DISCOUNT OF \$280.00. JR.

DELIVERY DAY / DATE / TIME : TBD TBD TBD

PICK-UP DAY / DATE / TIME : TBD TBD TBD

PAYMENT TERMS : NET 30

TOTAL (RENTAL EQUIPMENT)	800.00
DELIVERY / PICK-UP	75.00
AFTER HOURS DELIVERY / PICK-UP	N/A
LABOR (SET-UP)	100.00
LABOR (BREAKDOWN)	100.00
CLEANING	120.00
ADMINISTRATION FEE	10.00
SUBTOTAL	1205.00
10 %	EXEMPT
TOTAL	1205.00-280.00= 975.00



Baldwin County Commission

Agenda Action Form

File #: 21-0705, **Version:** 1

Item #: BE1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Troy Bookout, Baldwin County Sheriff's Office

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-18 - Provision of Police Vehicle Accessories for the Baldwin County Commission

STAFF RECOMMENDATION

Award Bid #WG21-18 - Provision of Police Vehicle Accessories as per the attached Award Listing: **Group #1 to Floyd's Exhaust & Performance Accessories, Inc.** and **Group #2 to Prologic ITS, LLC.**

BACKGROUND INFORMATION

Previous Commission action/date:

03/02/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Accessories 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 March 18, 2021 at 1:30 p.m. Two (2) bids were received. Award recommendation is based on Groups. Staff recommends the Commission award Group #1 to the lowest responsible bidder who bid on all items in the group, Floyd's Exhaust & Performance Accessories, Inc. and Group #2 to the lowest bidder, Prologic ITS, LLC as per the attached Award Listing. Bid Tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: 10052100

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: 04/06/2021

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 #WG21-18 AWARD LISTING
Provision of Police Vehicle Accessories
Effective: April 20, 2021 through April 20, 2022

BIDDER: Floyd's Exhaust & Performance Accessories, Inc.			
GROUP #1			
<u>SPRAY IN BEDLINERS FOR PICKUP TRUCKS</u>			
	Amount Bid		
5.5 Foot Regular Bed	\$400.00	per vehicle	
6.5 Foot Regular Bed	\$450.00	per vehicle	
6.5 Foot Utility Bed	\$650.00	per vehicle	
<u>ECCO EW3225 25" ECCO LED BAR</u>			
Model	Amount Bid		
ECO EW3225	\$470.00	each	
<u>BETTER BUILT SEC 70" DEEP SINGLE LID CROSSOVER 79010901</u>			
Model	Amount Bid		
Better Built	\$419.95	each	
<u>BETTER BUILT SEC 72" DEEP SINGLE LID CROSSOVER 79010902</u>			
Model	Amount Bid		
Better Built	\$419.95	each	
<u>RIGID LED POD LIGHT 50231 IN PAIRS</u>			
Model	Amount Bid		
Rigid 502313	\$398.99	each	
<u>DECKED LOCKABLE TRUCK STORAGE FULL BED UNIT PAR DF-4 TONNEAU COVER</u>			
Model	Amount Bid		
DCK DF-4	\$1,349.99	each	
<u>TRIFOLD NON-LOCKABLE; BLACK</u>			
Model	Amount Bid		
Undercover	\$1,190.00	each	

BIDDER: ProLogic ITS, LLC			
GROUP #2			
<u>RAM COMPUTER MOUNTS</u>			
Model	Amount Bid		YEAR
Ram Mount Chev. Silv	\$227.09	each	2014-2019
Ram Mount Chev. Silv	\$164.74	each	2019-2020
<u>Base Mount</u>			
Model	Amount Bid		
Ram Base 2014-2019	\$110.88	each	
Ram Base 2019-2021	\$40.60	each	
<u>RAM COMPUTER MOUNTS - VEHICLE YEAR MODEL 2021+</u>			
Model	Amount Bid		YEAR
RAM MOUNT FORD F250	\$144.97	each	2017-2021
RAM BASE	\$28.24	each	2017-2021
<u>RAM COMPUTER MOUNTS - VEHICLE YEAR MODEL</u>			
Model	Amount Bid		Year
RAM MOUNT FORD RANGER	\$160.29		2019-2021
RAM BASE	No Bid		
<u>RAM COMPUTER MOUNTS - VEHICLE YEAR MODEL</u>			
Model	Amount Bid		Year
RAM MOUNT FORD EXPLORER	\$160.29		2020-2021
RAM BASE FORD EXPLORER	\$43.53		2020-2021
<u>BROTHER POCKETJET 762 IN CAR PRINTER WITH BLUETOOTH</u>			
Model	Amount Bid		
POCKETJET 762	\$303.05		
<u>Base Mount</u>			
Model	Amount Bid		
RAM MOUNT PJ762	\$71.88		
<u>RAM PLASTIC PRINTER MOUNT</u>			
Model	Amount Bid		
No Bid	No Bid		
<u>Base Mount</u>			
Model	Amount Bid		
No Bid	No Bid		
<u>E-SEEK M-260 CARD READER AND CABLE</u>			
Model	Amount Bid		
E-Seek M260	\$417.97		
<u>Base Mount</u>			
Model	Amount Bid		
No Bid	No Bid		

COMPETITIVE BID #WG21-18 BID TABULATION
Provision of Police Vehicle Accessories

BIDDER: Floyd's Exhaust & Performance Accessories, Inc.	
GROUP #1	GROUP #2
<u>SPRAY IN BEDLINERS FOR PICKUP TRUCKS</u>	<u>RAM COMPUTER MOUNTS</u>
Model Amount Bid	Model Amount Bid
5.5 Foot Regular Bed \$400.00 per vehicle	No Bid No Bid
6.5 Foot Regular Bed \$450.00 per vehicle	
6.5 Foot Utility Bed \$650.00 per vehicle	
<u>ECCO EW3225 25" ECCO LED BAR</u>	Base Mount Amount Bid
Model Amount Bid	No Bid No Bid
ECCO EW3225 \$470.00 each	
<u>BETTER BUILT SEC 70" DEEP SINGLE LID CROSSOVER 79010901</u>	<u>BROTHER POCKETJET 762 IN CAR PRINTER WITH BLUETOOTH</u>
Model Amount Bid	Model Amount Bid
BETTER BUILT \$419.95 each	No Bid No Bid
<u>BETTER BUILT SEC 72" DEEP SINGLE LID CROSSOVER 79010902</u>	Base Mount Amount Bid
Model Amount Bid	No Bid No Bid
BETTER BUILT \$419.95 each	
<u>RIGID LED POD LIGHT 50231 IN PAIRS</u>	<u>RAM PLASTIC PRINTER MOUNT</u>
Model Amount Bid	Model Amount Bid
Rigid 502313 \$398.99 each	No Bid No Bid
<u>DECKED LOCKABLE TRUCK STORAGE FULL BED UNIT PAR DF-4 TONNEAU COVER</u>	Base Mount Amount Bid
Model Amount Bid	No Bid No Bid
DCK DF-4 \$1,349.99 each	
<u>TRIFOLD NON-LOCKABLE; BLACK</u>	<u>E-SEEK M-260 CARD READER AND CABLE</u>
Model Amount Bid	Model Amount Bid
Undercover \$1,199.00 each	No Bid No Bid
	Base Mount Amount Bid
	No Bid No Bid
	<u>DESKTOP FUJITSU F17030 OR CURRENT MODEL</u>
	Model Amount Bid
	No Bid No Bid
	Base Mount Amount Bid
	No Bid No Bid

BIDDER: ProLogic ITS, LLC	
GROUP #1	GROUP #2
<u>SPRAY IN BEDLINERS FOR PICKUP TRUCKS</u>	<u>RAM COMPUTER MOUNTS</u>
Model Amount Bid	Model Amount Bid YEAR
5.5 Foot Regular Bed \$523.56	Ram Mount Chev. Silv \$227.09 each 2014-2019
6.5 Foot Regular Bed \$549.73	Ram Mount Chev. Silv \$164.74 each 2019-2020
6.5 Foot Utility Bed \$549.73	
<u>ECCO EW3225 25" ECCO LED BAR</u>	Base Mount Amount Bid
Model Amount Bid	Ram Base 2014-2019 \$110.88 each
Code 3 #CW3225 \$195.80	Ram Base 2019-2021 \$40.60 each
<u>BETTER BUILT SEC 70" DEEP SINGLE LID CROSSOVER 79010901</u>	<u>RAM COMPUTER MOUNTS - VEHICLE YEAR MODEL 2021+</u>
Model Amount Bid	Model Amount Bid YEAR
Brandit #APSTBD70LPB \$371.37	RAM MOUNT FORD F250 \$144.97 each 2017-2021
<u>BETTER BUILT SEC 72" DEEP SINGLE LID CROSSOVER 79010902</u>	RAM BASE \$28.24 each 2017-2021
Model Amount Bid	<u>RAM COMPUTER MOUNTS - VEHICLE YEAR MODEL</u>
No Bid No Bid	Model Amount Bid Year
<u>RIGID LED POD LIGHT 50231 IN PAIRS</u>	RAM MOUNT FORD RANGER \$160.29 2019-2021
Model Amount Bid	RAM BASE No Bid
RIGID #50231 \$312.45	<u>RAM COMPUTER MOUNTS - VEHICLE YEAR MODEL</u>
<u>DECKED LOCKABLE TRUCK STORAGE FULL BED UNIT PAR DF-4 TONNEAU COVER</u>	Model Amount Bid Year
Model Amount Bid	RAM MOUNT FORD EXPLORER \$160.29 2020-2021
DECKED \$888.19	RAM BASE FORD EXPLORER \$43.53 2020-2021
<u>TRIFOLD NON-LOCKABLE; BLACK</u>	<u>BROTHER POCKETJET 762 IN CAR PRINTER WITH BLUETOOTH</u>
Model Amount Bid	Model Amount Bid
BAK INDUSTRIES #448339 \$813.56	POCKETJET 762 \$303.05
	Base Mount Amount Bid
	RAM MOUNT PJ762 \$71.88
	<u>RAM PLASTIC PRINTER MOUNT</u>
	Model Amount Bid
	No Bid No Bid
	Base Mount Amount Bid
	No Bid No Bid
	<u>E-SEEK M-260 CARD READER AND CABLE</u>
	Model Amount Bid
	E-Seek M260 \$417.97
	Base Mount Amount Bid
	No Bid No Bid



Baldwin County Commission

Agenda Action Form

File #: 21-0709, Version: 1

Item #: BE2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

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 #WG21-19 - Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Concrete Sidewalk Repair on County Right-of-Ways to the lowest responsible bidder, McElhenney Construction Company, LLC, as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract is effective immediately upon the same date as its full execution for twelve (12) months.)

BACKGROUND INFORMATION

Previous Commission action/date:

03/02/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Concrete Sidewalk Repair on County Right-of-Ways 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 March 19, 2021 at 2:30 p.m. Four (4) bids were received. Staff recommends the Commission award the bid for the Provision of Concrete Sidewalk Repair on County Right-of-Ways to the lowest responsible bidder, McElhenney Construction Company, LLC as per the attached Award Listing. Bid Tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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?
Standard County Professional & Construction 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: 04/20/2021

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 #WG21-19 - AWARD LISTING**Provision of Concrete Sidewalk Repair****Effective Date: April 20, 2021 through April 20, 2022**

BIDDER: McElhenney Construction Company, LLC		
Alabama GC License #49555		
Item Description	Unit of Measure	Bid Amount
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	Per square yard	\$80.00
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	Per square yard	\$96.00
Concrete Sidewalk 4" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$84.00
Concrete Sidewalk 6" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$100.00
Steel Reinforcement (USA Steel)	Per pound	\$5.00
Minor Structure Concrete (Portland Cement 4000 psi)	Per cubic yard	\$1,200.00
Truncated dome retrofit	Per square foot	\$60.00
Exceptions: NONE		

COMPETITIVE BID #WG21-19 - BID TABULATION**Provision of Concrete Sidewalk Repair**

BIDDER: McElhenney Construction Company, LLC		
Alabama GC License #49555		
Item Description	Unit of Measure	Bid Amount
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	Per square yard	\$80.00
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	Per square yard	\$96.00
Concrete Sidewalk 4" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$84.00
Concrete Sidewalk 6" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$100.00
Steel Reinforcement (USA Steel)	Per pound	\$5.00
Minor Structure Concrete (Portland Cement 4000 psi)	Per cubic yard	\$1,200.00
Truncated dome retrofit	Per square foot	\$60.00
Exceptions: NONE		

BIDDER: South Dade Air Conditioning and Refrigeration, Inc. DBA SDAC		
Alabama GC License #52722		
Item Description	Unit of Measure	Bid Amount
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	Per square yard	\$100.00
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	Per square yard	\$115.00
Concrete Sidewalk 4" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$100.00
Concrete Sidewalk 6" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$120.00
Steel Reinforcement (USA Steel)	Per pound	\$3.50
Minor Structure Concrete (Portland Cement 4000 psi)	Per cubic yard	\$1,000.00
Truncated dome retrofit	Per square foot	\$65.00
Exceptions: NONE		

BIDDER: Grant Nichols Construction		
Alabama GC License #55102		
Item Description	Unit of Measure	Bid Amount
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	Per square yard	\$85.00
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	Per square yard	\$100.00
Concrete Sidewalk 4" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$100.00
Concrete Sidewalk 6" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$110.00
Steel Reinforcement (USA Steel)	Per pound	\$14.00
Minor Structure Concrete (Portland Cement 4000 psi)	Per cubic yard	\$1,810.00
Truncated dome retrofit	Per square foot	\$16.00
Exceptions: NONE		

BIDDER: The M. Mitchell Group		
Alabama GC License # N/A		
Item Description	Unit of Measure	Bid Amount
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	Per square yard	\$60.00
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	Per square yard	\$84.00
Concrete Sidewalk 4" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$64.00
Concrete Sidewalk 6" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$88.00
Steel Reinforcement (USA Steel)	Per pound	\$0.95
Minor Structure Concrete (Portland Cement 4000 psi)	Per cubic yard	\$390.00
Truncated dome retrofit	Per square foot	\$64.00
Exceptions: Bidder is not registered with the Alabama Secretary of State to do business in Alabama		

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and **McElhenney Construction Company, LLC**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, March 2, 2021, the COUNTY authorized staff to solicit bids for the Provision of Concrete Sidewalk Repair on County Right-of-Ways; and

Whereas, PROVIDER presented the lowest bid to the COUNTY, and therefore, COUNTY wishes to retain PROVIDER 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: McElhenney Construction Company, LLC
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:
- PROVIDER: McElhenney Construction Company, LLC
PO Box 1409
Theodore, AL 36590
Attn: Josh McElhenney
- COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square, Suite 12
Bay Minette, AL 36507
- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid**

#WG21-19”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG21-19 – Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission”.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid As shown on “ATTACHMENT A”. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and shall commence immediately upon the same date as full execution, and shall terminate upon the expiration of twelve (12) months or upon written notification thereof received by either party within the required thirty (30) 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 (3) originals, each of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be

governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY:

ATTEST:

JOE DAVIS, III /Date
Chairman

WAYNE DYESS /Date
County Administrator

SIGNATURE AND NOTARY PAGE TO FOLLOW

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 seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires

PROVIDER:

McElhenney Construction Company, LLC

_____/_____
By _____/Date
Its _____

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County and State, hereby certify that _____ as _____ of **McElhenney Construction Company, 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 **McElhenney Construction Company, LLC**.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires

Financing Agency Authorized Signature

BID #WG21-19 RESPONSE FORM

Provision of Concrete Sidewalk Repair

Page 2 of 2

Unit Price Per Item

All items below shall be in accordance with applicable portions of Section 501, Section 502, Section 618, and Section 620 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

All Bid Unit Prices shall include mobilization, labor, materials, and equipment used to complete the tasks.

Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	\$ <u>80.00</u> SQYD
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	\$ <u>96.00</u> SQYD
Concrete Sidewalk 4" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	\$ <u>84.00</u> SQYD
Concrete Sidewalk 6" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	\$ <u>100.00</u> SQYD
Steel Reinforcement (USA Steel)	\$ <u>5.00</u> LBS
Minor Structure Concrete (Portland Cement 4000 psi)	\$ <u>1,200.00</u> CUYD
Truncated dome retrofit	\$ <u>60.00</u> SQFT


President
McElhenney Construction Co., LLC





Baldwin County Commission

Agenda Action Form

File #: 21-0750, Version: 1

Item #: BE3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Chief Deputy Anthony Lowery, BCSO/Troy Bookout
BCSO

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-20 - Provision of Police Vehicle Equipment for the Baldwin County Commission

STAFF RECOMMENDATION

Award Bid #WG21-20 - Provision of Police Vehicle Equipment to Dana Safety Supply, Inc., as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

03/16/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Equipment 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 1, 2021 at 1:30 p.m. One (1) bid was received. Staff recommends the Commission award the bid for the Provision of Police Vehicle Equipment to Dana Safety Supply, Inc. as per the attached Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: Variable

Budget line item(s) to be used: 10052100 & 10052200

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: 04/20/2021

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 #WG21-20 Award Listing

Provision of Police Vehicle Equipment

Effective: April 20, 2021 through April 20, 2022

BIDDER:	DANA SAFETY SUPPLY, INC.
PK0228TAH21SCA SMC 10VS C2 RECESSED PANEL COATED POLY WINDOW SECURITY 2021+ TAHOE	
Model: PK0228TAH21SCA	
Amount Bid: \$627.61 each	
PK0123TAH212ND SMC 12VS EXP METAL CARGO PARTITION 2021+ TAHOE	
Model: PK0123TAH212ND	
Amount Bid: \$333.95 each	
WK0514TAH21 SMC WINDOW BARRIER VS STEEL VERTICAL 2021+ TAHOE	
Model: WK0514TAH21	
Amount Bid: \$183.71 each	
BK0534TAH21 SMC PB400- PUSH BUMPER 2021+ TAHOE	
Model: WK0534TAH21	
Amount Bid: \$340.78 each	
PK0228ITU12SCA SMC 10S-RP PARTITION - CTD POLY W/POLY COVER – PIUT	
Model: PK0228ITU12SCA	
Amount Bid: \$627.61 each	
PK0123ITU122ND SMC 12-VS EXP MTL CARGO BARRIER 2012+ FORD PIUT	
Model: PK0123ITU122ND	
Amount Bid: \$333.95 each	
WK514ITU12 SMC VERTICAL STEEL WINDOW BARS FOR 2013+ FORD PIUT	
Model: WK0514ITU12	
Amount Bid: \$183.71 each	
BK0534ITU16 SMC PB400 ALUMINUM PUSH BUMPER 2016+ PIUT	
Model: BK0534ITU16	
Amount Bid: \$340.78 each	
PK0228FDT15F150 SMC #10VS C2 Recessed Panel Coated Polycarbonate FORD F150	
Model: PK0228FDT15F150	
Amount Bid: \$627.61 each	
WK0514FDT15F150H SMC Window Barrier Steel Horizontal 2015+ Ford F150	
Model: WK0514FDT15F150H	
Amount Bid: \$183.71 each	
BK0534FDT15F150 Setina PB400 Aluminum Push Bumper 2015+ Ford F150	
Model: BK0534FDT15F150	
Amount Bid: \$340.78 each	
EMPS2SMS4M SOI MPOWER FASCIA 4"12-LED SCREW MNT BLUE/AMBER	
Model: EMPS2SMS4M	
Amount Bid: \$80.70 each	

COMPETITIVE BID #WG21-20 Award Listing

Provision of Police Vehicle Equipment

Effective: April 20, 2021 through April 20, 2022

BIDDER:	DANA SAFETY SUPPLY, INC.
ENFWB8-AB SOI INTERIOR LED LIGHT BAR 8 MODULES 2018+ FORD F250	
Model: EMFWB00B8	
Amount Bid: \$645.00 each	
ENFTCDGS1208 SOI NFORCE 8 MOD INT. TRAFFIC CONTROLLER 2018+ FORD F250	
Model: ENFTC00	
Amount Bid: \$448.00 each	
WEC-P46SLC LED SPOTLIGHT	
Model: P46SC	
Amount Bid: \$124.37 each	
WEC-VTX609 Whelen Omni Vertex Directional Light head 9' Cable	
Model: WEC-VTX609C	
Amount Bid: \$47.61 each	
D6BBBBBB WEC 6 LED DOMINATOR - ALL LEDS TO BE BLUE	
Model: D6B	
Amount Bid: \$280.37 each	
WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch	
Model: 295SLSA6	
Amount Bid: \$277.86 each	
SA315P Whelen 100W Compact Black Composite 122DB Speaker	
Model: SA315P	
Amount Bid: \$129.62 each	
MKEZ93 WEC 2015 TAHOE STRAP KIT	
Model: NO BID	
Amount Bid: NO BID	
MKEA94WEC EXTENDED ADJ MOUNT KIT#94	
Model: MKEA94	
Amount Bid: \$55.65 each	
MKEZ83 WEC LIGHTBAR STRAP KIT- 2013+ FORD PIUT	
Model: NO BID	
Amount Bid: NO BID	
OELS45 WEC 2 PC 6 LAMP OUTER EDGE UPPER MOUNT 2021+ TAHOE	
Model: OELS34	
Amount Bid: \$569.05 each	

COMPETITIVE BID #WG21-20 Award Listing

Provision of Police Vehicle Equipment

Effective: April 20, 2021 through April 20, 2022

BIDDER:	DANA SAFETY SUPPLY, INC.
MISC WEC OELS34 FORD PIUT	
Model: OELS34	
Amount Bid: \$566.57 each	
IE54UR8 WEC 2021+ TAHOE UPPER REAR HOUSING FOR 6 OR 8 MODULES	
Model: IE54UR8	
Amount Bid: \$606.70 each *Must be ordered with ITRAYL8; included in amount bid	
IE34UR8 WEC 6/8 LT UPPER HSG EXPLORER	
Model: IE34UR8	
Amount Bid: \$606.70 each *Must be ordered with ITRAYL8; included in amount bid	
WEC I2SME SURFACE MOUNT ION BLUE/WHITE	
Model: I2SME	
Amount Bid: \$91.12 each	
(WHELEN CORE LIGHTBAR PACKAGE) PART #EB2SP3B LEGACY 54" LIGHT BAR WITH ALLEYS AND TAKEDOWNS IN DUO COLOR: FRONT: BLUE/WHITE, REAR: BLUE/AMBER *54" FOR F150 AND 54" FOR 2021+ TAHOE INCLUDES (EB2SP3B, C399, C399KS, CCTL6, SA315P, CEM16, CV2V, SAK1, SAK70, MKEZ93	
Model: Whelen Core Lightbar Package EB2SP3B	
Amount Bid: \$3,004.00 each	
WEC H/L & T/L FLASHER	
Model: UHF2150A	
Amount Bid: \$29.00 each	
WEC CANTROL BOX WITH OBD2 PLUG IN AND CANTL6 CONTROL HEAD	
Model: CANCW1, CBD2, CANTL6	
Amount Bid: \$1,163.35 each	
MAGNETIC MICROPHONE HANGERS MMSU1	
Model: MMSU-1	
Amount Bid: \$26.80 each	
SETINA GUN RACK LOCKING SYSTEM GK11191B1SHKSVSC SHOTGUN LOCK AND BLACK RAC MOUNT	
Model: GK11191B1SHKSVSC	
Amount Bid: \$641.27 each	
WEC ALL WHELEN INNER EDGE AND OUTER EDGE AND REAR PILLAR LIGHTS BLUE IX54UFX, IX34UFX, OELS34, OELS54, RPLS54, RPLS34	
Model: IX54UFX-BB	
Amount Bid: \$548.10 each	
Model: IX34UFX	
Amount Bid: \$548.10 each	

COMPETITIVE BID #WG21-20 Award Listing

Provision of Police Vehicle Equipment

Effective: April 20, 2021 through April 20, 2022

BIDDER:	DANA SAFETY SUPPLY, INC.
Model: OELS34 Amount Bid: \$567.05 each	
Model: OELS54 Amount Bid: \$567.05 each	
Model: RPLS54-BB Amount Bid: \$782.95 each	
Model: RPLS34 Amount Bid: \$646.59 each	
WEC STRIP LIGHT PLUS B/W PART #PSE02FCR Model: PSE02FCR Amount Bid: \$75.68 each	
WHELEN TRAFFIC ADVISOR FRONT LOAD DUO BLUE/AMBER TADF6 Model: TADF6 Amount Bid: \$959.08 each	
WEC MICRON IN BLUE, WHITE AND DUO BLUE/WHITE Model: MCRNSB BLUE OR WHITE Amount Bid: \$64.00 each	
Model: MCRNSE B/W Amount Bid: \$64.00 each	
EZPF-TAH-2021 AMERICAN ALUMINUM K-9 PLATFORM/INSERT (INCLUDES PC MATTE BLACK, RUBBER MAT, LED LIGHT KIT) Model: EZPF-TAH-21 Amount Bid: \$2,187.00 each	
AMERICAN ALUMINUM COOLGUARD PRO-RESCUE AMEALAC E/Z-COOL GUARD SYSTEM WITH RESCUE TAHOE 2021+ Model: Cool Guard Amount Bid: \$1,467.00 each	
AMERICAN ALUMINUM NEW HINGED AMEALAC HINGED UNIVERSAL WATER DISH Model: Water Dish Amount Bid: \$83.70 each	
WHELEN CORE SIREN PACKAGE (INCLUDES PART #'S C399, C399K2, CCTL6, SA315P, SAK1, CV2V, CEM16) Model: Core Package Amount Bid: \$1,393.58 each	

COMPETITIVE BID #WG21-20 Award Listing

Provision of Police Vehicle Equipment

Effective: April 20, 2021 through April 20, 2022

BIDDER:	DANA SAFETY SUPPLY, INC.
WHELEN CORE (SLICK-TOP) PACKAGE (INCLUDES BSFW54Z, OEWS54, RPLS54, C399, C399K2, CCTL6, SA315P, SAK1, CV2V, CEM16)	
Model: Slick top	
Amount Bid: \$3,292.00 each	
WHELEN CORE (ADMIN) PACKAGE (INCLUDES BSFW54Z, RPWS54, SA315P, SAK1, C399, C399K2, CV2V)	
Model: Admin	
Amount Bid: \$2,516.00 each	
WHELEN CORE LIGHTBAR PACKAGE (PATROL) (INCLUDES EB2SP3B, C399, C399K2, CCTL6, SA315P, CEM16, CV2V, SAK1(13), SAK70(1), SA315P, MKEZ93).	
Model: Patrol	
Amount Bid: \$3,004.00 each	
GAMBER JOHNSON CONSOLE PACKAGE W/ PRINTER MOUNT 7170-0848-03	
Model: 7170-0848-03	
Amount Bid: \$827.31 each	

For items not specifically referenced above, a bid of “Percent off MSRP” amount for the following manufacturers is requested:

MANUFACTURER: WHELEN

Percent off MSRP price 46.5 %

MANUFACTURER: SETINA (EXCLUDING LIGHTED PUSH BUMPERS, BLAC RAC)

Percent off MSRP price 30 %

MANUFACTURER: SOUND OFF SIGNAL

Percent off MSRP price 46.5 %

MANUFACTURER: GAMBER JOHNSON

Percent off MSRP price 42 %

MANUFACTURER: AMERICAN ALUMINUM

Percent off MSRP price 5 %

MANUFACTURER: ACE K-9

Percent off MSRP price 5 %



Baldwin County Commission

Agenda Action Form

File #: 21-0745, Version: 1

Item #: BE4

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-25 - Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage 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 Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage; 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: There are several County buildings that are in need of roof replacement or repair due to hurricane damage. 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: 04/20/2021

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 #WG21-25 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the structure and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

AWARD

Award will be made to the lowest responsible bidders meeting specifications. Quality, conformity with specifications, service and experience are among the factors that will be considered in determining the responsive bidder.

BIDDERS QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted. Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PERFORMANCE BOND

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly, to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

BUY AMERICAN REQUIREMENTS

The Contractor acknowledges to and for the benefit of Baldwin County Commission of the State of Alabama that it understands that some of the goods and services under this Agreement may be funded with **federal monies** made available by the U. S. Department of the Interior - Coastal Impact Assistance Program (CIAP) and such laws contains provision commonly known as “Buy American” that requires all of the iron, steel and manufactured goods used in the project be produced in the United States (“Buy American Requirements”), including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Baldwin County Commission that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the County. As such, all products furnished by the CONTRACTOR under this contract must comply with, without limitations, the “Buy American” provisions of Title 43 CFR Sec. 12.700 through 12.830 U. S. Department of Interior.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part

5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

TERMINATION FOR CAUSE AND FOR CONVENIENCE

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

REMEDIES

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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.

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **one hundred eighty (180) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion

date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

PROTECTION

- 1) Protect the completed roof system as required in order that the design criteria are met.
- 2) Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

GUARANTEE

Contractor will provide a two (2) year Water Tightness Warranty covering labor by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship. This warranty is exclusive of:

- 1) Physical damage by the Owner and/or other trades.
- 2) "Acts of God" - fire, civil commotion, natural catastrophes or vandalism.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY COMMISSION

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

DRAWINGS

The drawings are attached.

BID #WG21-25 RESPONSE FORM

Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for
the Baldwin County Commission

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Contractor's License Number _____

(License Issued by the Alabama State Licensing Board for General Contractors)

**“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY
LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”**

TABLE OF CONTENTS

<u>Section #</u>	<u>Section Title</u>	<u>Page #</u>
<u>BIDDING REQUIREMENTS</u>		
SECTION 00300	BID FORM	13
SECTION 00800	SUPPLEMENTARY CONDITIONS	23
<u>DIVISION 1 - SPECIFICATIONS</u>		
SECTION 01360	MANUFACTURER WARRANTY SITE CERTIFICATION	24
SECTION 01800	MAINTENANCE	25
<u>DIVISION 5 - METALS</u>		
SECTION 05120	STRUCTURAL STEEL	26
SECTION 05310	METAL ROOF DECK	35
<u>DIVISION 6 - WOOD & PLASTIC</u>		
SECTION 06100	ROUGH CARPENTRY	39
<u>DIVISION 7 - THERMAL & MOISTURE PROTECTION</u>		
SECTION 07120	WALL WATERPROOFING	43
SECTION 07310	SHINGLES	47
SECTION 07411	MANUFACTURED METAL ROOF PANELS	52
SECTION 07600	FLASHING AND SHEET METAL	60
SECTION 07900	JOINT SEALERS	65

SECTION 00300 - BID FORM

PROJECT IDENTIFICATION: **“Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for the Baldwin County Commission”**

BID TO: Baldwin County Commission

BID FROM: _____

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform the Work as specified for the Bid Price within the Bid Times indicated.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. It understands that Contract is likely to be awarded to a single Bidder with portions of the work occurring at different times based on Owner sequencing preferences.
 - b. BIDDER will sign and submit the Agreement with Bonds and Insurance within 15 days after the date of OWNER'S Notice of Award.
 - c. BIDDER has received the following Addenda receipt of which is hereby acknowledged.

Date

Number

1. FAIRHOPE BRATS

- a. BID OPTION #1– Perform shingle roof repairs as specified.
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to install 16 SF shingle.

16 SF @ _____ per SF = \$ _____ **Included in Base Bid**

2. FAIRHOPE COURTHOUSE, TYPICAL

- a. BID OPTION #2 –Perform Modified Bitumen roof maintenance as specified.
\$ _____

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

i. Clear drains of debris
\$ _____

ii. Replace walk pad.
\$ _____

3. FAIRHOPE COURTHOUSE, B

- a. BID OPTION #3 – Perform shingle reroof as specified.

\$ _____

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

- i. Include cost to repair 100 SF deteriorated 5/8" plywood.

100 SF @ _____ per SF = \$ _____ Included in Base Bid

- ii. Include cost to repair 100 BF fascia board w/ new PT.

100 BF @ _____ per BF = \$ _____ Included in Base Bid

4. FOLEY AREA 300 20764 HWY 24

- a. BID OPTION #4 – Perform metal roof repairs as specified.

\$ _____

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

- i. Include cost to fabricate and install 20 LF of metal eave.

20 LF @ _____ per LF = \$ _____ Included in Base Bid

5. FOLEY COURTHOUSE, 10 LOCATIONS

- a. BID OPTION #5 – Perform shingle roof repairs and maintenance as specified.

\$ _____

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

i. Clear gutters.
\$ _____

- ii. Include cost to fabricate and install 10 SF field shingle roofing.

10 SF @ _____ per SF = \$ _____ Included in Base Bid

- iii. Include cost to install 150 LF hip and ridge shingles.

150 LF @ _____ per LF = \$ _____ Included in Base Bid

6. ANIMAL SHELTER BLDG. A

- a. BID OPTION #6 – Perform shingle reroof as specified.
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to repair 3,000 SF deteriorated 5/8" plywood.
3,000 SF @ _____ per SF = \$ _____ Included in Base Bid
 - ii. Include cost to repair 3,000 BF fascia board w/ new PT.
3,000 BF @ _____ per BF = \$ _____ Included in Base Bid

7. ANIMAL SHELTER BLDG. B

- a. BID OPTION #7 – Perform metal roof repairs as specified.
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to fabricate and install 18 SF of metal roof panel.
18 SF @ _____ per SF = \$ _____ Included in Base Bid

8. ROBERTSDALE ANNEX I

- a. BID OPTION #8 – Perform mod bit roof repairs as specified.
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to fabricate and install 20 LF misc Kynar-coated 24ga G90 trim, per LF x 24" width.
20 LF @ _____ per LF = \$ _____ Included in Base Bid

9. ROBERTSDALE BRATS

- a. BID OPTION #9 – Perform shingle and metal roof repairs as specified.
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to install 18 SF shingle roofing.
18 SF @ _____ per SF = \$ _____ Included in Base Bid

10. SHERIFF'S OFFICE

- a. BID OPTION #10 – Perform metal roof repairs as specified.
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to repair 30 LF of damaged metal roof hip.

30 LF @ _____ per LF = \$ _____ Included in Base Bid

11. AREA 200 HIGHWAY MAIN BLDG

- a. BID OPTION #11 – Perform metal roof repairs as specified.
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to fabricate and install 10 LF of gable trim panels.

10 LF @ _____ per LF = \$ _____ Included in Base Bid

12. AREA 200 SIGN BLDG

- a. BID OPTION #12 – Perform metal roof replacement as specified.
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to fabricate and install 6,400 SF metal roof panels.

6,400 SF @ _____ per SF = \$ _____ Included in Base Bid
 - ii. Include cost to fabricate and install 480 BF 2x6 wood purlins.

480 BF @ _____ per BF = \$ _____ Included in Base Bid

13. ANNEX II OLD CIS

- a. BID OPTION #13 - Reseal windows
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
 - i. Include cost to reseal 750 LF of windows

750 LF @ _____ per LF = \$ _____ Included in Base Bid

14. BAY MINETTE ANNEX I

- a. BID OPTION #14 - Replace missing/damaged shingles.

\$ _____

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

- i. Include cost to replace 100 SF of damaged shingle.

100 SF @ _____ per SF = \$ _____ **Included in Base Bid**

15. AUBURN EXTENSION

- a. BID OPTION #15 - Replace missing/damage shingles

\$ _____

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

- i. Include cost to replace 100 SF of damaged shingles.

100 SF @ _____ per SF = \$ _____ **Included in Base Bid**

16. BC AREA 100 HWY BLDG. A

- a. BID OPTION #16 - Complete reroof

\$ _____

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

- i. Include cost to replace 3,500 SF of damaged metal roofing panels

3,500 SF @ _____ per SF = \$ _____ **Included in Base Bid**

17. Baldwin County AREA 100 HWY BLDG. B

- a. BID OPTION #17 - Complete reroof

\$ _____

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

- i. Include cost to replace 1,500 SF of damaged metal roofing panels.

1,500 SF @ _____ per SF = \$ _____ **Included in Base Bid**

18. Baldwin County AREA 100 HWY BLDG. C

- a. BID OPTION #18 - Ridge damage repair

\$ _____

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

- i. Include cost to replace 10 LF of damaged metal roof ridge.

10 LF @ _____ per LF = \$ _____ **Included in Base Bid**

19. COMMISSION AT ADMINISTRATION

- a. BID OPTION #21 - Clear Debris
\$ _____

20. LEGISLATION/DELEGATION

- a. BID OPTION #20 - Complete reroof and structural repair
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
- i. Include cost to replace 4,300 SF of damaged shingle.

4,300 SF @ _____ per SF = \$ _____ Included in Base Bid
- ii. Include cost to replace 15 LF rotted wood nailer/decking.

15 LF @ _____ per LF = \$ _____ Included in Base Bid

21. REVENUE BAY MINETTE

- a. BID OPTION #21 - Complete reroof and wall waterproofing
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
- i. Include cost to replace 26,000 SF of damaged shingle roof.

26,000 SF @ _____ per SF = \$ _____ Included in Base Bid
- ii. Include cost to repair 1 SF of damaged EIFS.

1 SF @ _____ per SF = \$ _____ Included in Base Bid
- iii. Include cost to waterproof 1 SF of EIFS.

1 SF @ _____ per SF = \$ _____ Included in Base Bid

22. TRANSFER STATION SCALES

- a. BID OPTION #22 - Complete reroof and eave repair
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
- i. Include cost to replace 1,707 SF of damaged shingle roof.

1,707 SF @ _____ per SF = \$ _____ Included in Base Bid

- ii. Include cost to replace 175 BF damaged vertical PT wood fascia.

175 BF @ _____ per BF = \$ _____ Included in Base Bid

23. BICENTENIAL PARK CHURCH

- a. BID OPTION #23 - Steep slope shingle reroof
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
- i. Include cost to replace 2,500 SF of damaged shingle roofing.

2,500 SF @ _____ per SF = \$ _____ Included in Base Bid

24. LITTLE RED SCHOOLHOUSE

- a. BID OPTION #24 - Shingle roof repair
\$ _____
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
- i. Include cost to replace 26 SF of damaged shingle roofing.

26 SF @ _____ per SF = \$ _____ Included in Base Bid

25. BID FORM TABULATION

Each of the Base Bids above are to be awarded as a single project to a single low responsive bidder.

- | | |
|--|-----------------|
| 1. BID OPTION #1 – Fairhope Brats | \$ _____ |
| 2. BID OPTION #2 – Fairhope Courthouse, Typical | \$ _____ |
| 3. BID OPTION #3 – Fairhope Courthouse, B | \$ _____ |
| 4. BID OPTION #4 – Foley Area 300 20764 Hwy 24 | \$ _____ |
| 5. BID OPTION #5 – Foley Courthouse, 10 Locations | \$ _____ |
| 6. BID OPTION #6 – Animal Shelter Bldg. A | \$ _____ |
| 7. BID OPTION #7 – Animal Shelter Bldg. B | \$ _____ |
| 8. BID OPTION #8 – Robertsedale Annex I | \$ _____ |
| 9. BID OPTION #9 – Robertsedale Brats | \$ _____ |
| 10. BID OPTION #10 – Sheriff's Office | \$ _____ |

11. BID OPTION #11 – Area 200 Hwy Main Bldg	\$ _____
12. BID OPTION #12 – Area 200 Sign Bldg	\$ _____
13. BID OPTION #13 – Annex 2 Old CIS	\$ _____
14. BID OPTION #14 – Bay Minette Annex I	\$ _____
15. BID OPTION #15 – Auburn Extension	\$ _____
16. BID OPTION #16 – BC Area 100 Hwy Bldg. A	\$ _____
17. BID OPTION #17 – BC Area 100 Hwy Bldg. B	\$ _____
18. BID OPTION #18 – BC Area 100 Hwy Bldg. C	\$ _____
19. BID OPTION #19 – Commission at Admin	\$ _____
20. BID OPTION #20 – Legislation/Delegation	\$ _____
21. BID OPTION #21 – Revenue Bay Minette	\$ _____
22. BID OPTION #22 – Transfer Station Scales	\$ _____
23. BID OPTION #23 – Bicentennial Park Church	\$ _____
24. BID OPTION #24 – Little Red Schoolhouse	\$ _____
25. GRAND TOTAL	\$ _____

END OF SECTION 00300 – BID FORM

SECTION 00800 - SUPPLEMENTARY CONDITIONS

1.0 CONTRACT TIME AND LIQUIDATED DAMAGES

- A. Contract Time: 180 Work Days, from Notice to Proceed to Substantial Completion.
- B. Where additional buildings are added to this contract, the Contract Time shall be re-negotiated.
- C. Liquidated Damages: Shall be \$150.00 per day and subject to the following;
 - 1. Contract Work Day defined as:
 - a. 40F and rising,
 - b. 50% or less, chance of rain.
 - 1. Any incident of actual rain reported within 30 miles of job-site shall remove this day as a Work Day.
 - 2. Weather Reporting Station shall be MOB (Mobile Regional Airport)
 - c. Monday through Friday.
 - 2. Project shall be complete after receipt of Close-out documents including Manufacturer's Warranty.

END OF SECTION 00800 – SUPPLEMENTARY CONDITIONS

SECTION 01360 - MANUFACTURER WARRANTY CERTIFICATION

Description: International Building Code (IBC) and warranty compliance document from roof system manufacturer, to be completed for each roof section requiring warranty (required Submittal).

1. **ROOF SECTION:** _____
2. **MANUFACTURER:** _____
3. **CONTRACTOR:** _____
4. **SITE PRESSURES (IBC 1504.1):** Z1: _____ Z2: _____ Z3: _____
5. **EDGE PRESSURES (IBC 1504.1):** Outward: _____ Upward: _____
6. **UPLIFT TESTING:** Roof Assembly#: _____ Edge Metal Assembly #: _____
7. **DEFINITIONS:**
 - a. "Substrate": Any surface the new roof system will be applied to, including existing deck, membranes, sheet metal and masonry walls.
 - b. "Roof System": The complete roofing system including Membranes, Adhesives, Sheet Metal Flashing, Fasteners, and Insulations.
 - c. "Drainage System": Tapered insulation, drains, scuppers, gutters and downspouts, primary and overflow.
8. **SUBSTRATES:** We have reviewed existing Substrates and approve Contractor's preparation and attachment procedures for Roof System application to substrate for IBC, Specification and Warranty compliance.
9. **DRAINAGE:** Proposed finish roof drainage systems meets IBC, Specification and Warranty compliance.
10. **ROOF SYSTEM DESIGN:** We have reviewed and approve the roof system design for IBC, Specification and Warranty compliance.
11. **WORKMANSHIP CERTIFICATION:** We agree to coordinate with contractor to inspect jobsite weekly to ensure workmanship compliance with IBC, Specification and Warranty requirements, and to issue written notification of any non-compliance construction.

Sincerely,

Manufacturer Representative PRINT NAME

Date

Manufacturer Representative SIGNATURE

SECTION 01800 - MAINTENANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Requirements, bidding documents and drawings.

1.2 GENERAL

- A. Perform rooftop housekeeping and maintenance including;
- B. Clearing all debris from rooftops including corners and drains.
- C. Clearing all debris from leader heads, gutters and downspouts.

PART 2 – PRODUCTS

2.1 N/A

PART 3 - EXECUTION

3.1 ROOFTOP DEBRIS

- A. Remove all debris from rooftops including organic and damaged construction debris related to the recent hurricanes.

3.2 GUTTERS

- A. Remove all debris from leader heads, gutters and downspouts.
- B. Base of Downspout; remove any debris present at the base of the downspouts at ground level.

3.3 DISPOSAL

- A. Bag all collected debris and dispose offsite.

END OF SECTION 01800 - MAINTENANCE

SECTION 05120 – STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General Conditions and other Division 1 Specifications Sections, apply to the Work of this Section.

1.2 RELATED WORK

- A. Section 01410: Testing Laboratory Services
- B. Section 03600: Non Shrink Grout
- C. Section 04200: Unit Masonry

1.3 REFERENCE STANDARDS

- A. American Institute of Steel Construction (AISC): Manual of Steel Construction.
- B. American Institute of Steel Construction (AISC): Code of Standard Practice.
- C. Welding: American Welding Society (AWS) “Structural Welding Code.”

1.4 QUALITY ASSURANCE

- A. Examine Drawings and Specifications prior to bidding or executing work. Notify the Architect immediately should omissions or errors be discovered.
- B. Furnish templates as required for proper installation of anchor bolts. Furnish instructions for setting anchor bolts and ascertain that they are properly set during the progress of the work.
- C. All welders, both shop and field, shall be certified qualified operators, in accordance with the requirements of the American Welding Society.
- D. The Specifications as written do not separate the responsibilities of the fabricator and erector. In the event that the Contractor elects to subdivide responsibilities of this section to two or more sub-contractors, the Contractor shall coordinate the work.
- E. Testing: The Owner shall retain the services of a testing and inspection agency. The testing and inspection agency shall perform the following:
 - 1. Inspect high-strength bolted connections, visually inspect welded connections, perform required tests and inspections, and prepare test reports.
 - 2. Submit three copies of test reports to the Architect.
 - 3. Review mill test reports, and certify compliance with Specification

requirements to the Architect.

4. If steel is not accompanied by test reports, or if test reports fail to verify compliance, perform additional tests in compliance with procedures specified in the appropriate ASTM specifications and prepare test reports.
 5. Conduct and interpret the tests and state in each report whether the test specimens comply with the requirements.
 6. Verify dry mil thickness of shop prime coat.
 7. Perform additional tests, at Contractor's expense, as may be necessary to reconfirm any noncompliance of the original work, and as may be necessary to show compliance of corrected work.
 8. Shop Welding: Inspect and test during fabrication of structural steel assemblies, as follows:
 - a. Certify welders and conduct inspections and tests as required. Record types and locations of all defects found in the work. Record work required and performed to correct deficiencies.
 - b. Perform visual inspection of all welds.
 - c. Non-destructive testing of welds.
 - d. Verify fabricator participates in the AISC Quality Certification program and is designated as an AISC certified plan category standard.
- F If the fabricator does not participate in the AISC Quality Certification Program and is not designated as an AISC certified plan, Category STD, Special Inspections will be required and performed.
1. Payment for special inspections that are required will be the responsibility of the contractor.
- G Coordination: Close coordination, exchange of shop drawings, and cooperation is required of the fabricators and erectors of structural steel, steel joists, metal deck, studs, precast work and masonry.

1.5 SUBMITTALS

- A. Special Inspections: This project is subject to the requirements of The Fairfax County Special Inspections Program. All shop drawings showing details and layouts of structural steel components and connections shall be reviewed and approved by both the Structural Engineer of Record and The Fairfax County Critical Structures Section.
- B. Shop Drawings: Provide fabrication and erection documents for structural steel members and connections.

- C. Include all information necessary for the fabrication of component parts of the structural steel system. Indicate size and weight of members.
- D. Welded Connections: Submit written welding procedures and provide complete details of welded conditions using standard AWS welding symbols and recommended standard details shown in the AISC and AWS manuals. The size, length, type and location of all welds shall be indicated. Show field welds on the erection plans.
- E. Bolted Connections: Provide information on location, type and size of all bolts.
- F. Include setting drawings and templates for anchorages which shall be installed as work of other Sections.
- G. Product Data: Submit producers' or manufacturers' data for the following, including data to show compliance with specified requirements:
 - 1. Structural steel primer
 - 2. Expansion bolts
 - 3. Headed studs
- H. Mill test reports for each type of structural steel.
- I. Mill test reports for high strength bolts, nuts and washers, including chemical analysis, tensile strength tests, and hardness tests.
- J. Welder Qualifications: Submit evidence that welders employed in the work of this Section are currently certified under AWS qualification procedures.
- K. Certified mill test reports made by testing laboratory in accordance with ASTM A-6 shall be submitted prior to fabrication. The fabricator shall submit an affidavit that structural steel conforms to the requirements of the grades specified when requested.

1.6 QUALITY STANDARDS

- A. All workmanship shall be in accordance with the Standard Specifications for Structural Steel for Building, and the Code of Standard Practice, as adopted by the American Institute of Steel Construction, except as otherwise specified. Exercise special care to ensure that structural steel work engaging architectural work will be straight, plumb and true, and that it will not interfere with the installation of such work.
- B. Any material or operation specified by reference to the published specifications of a manufacturer, The American Society for Testing and Materials (ASTM), The American Institute of Steel Construction (AISC), the American Welding Society (AWS), or other published standard, shall comply with the requirements of the standard listed. In case of a conflict between the referenced specification and the

project specifications, the project specifications shall govern.

1.7 EXPERIENCE AND QUALIFICATIONS

- A. The fabricator/erector shall have not less than five years experience in structural steel work.
- B. The fabricator/erector shall submit a written description of fabrication and erection ability including equipment facilities, personnel, and a list of similar completed projects.
- C. Certified Welders shall be certified by a competent, experienced welding inspector or a recognized testing facility in the field of welding. The welder shall be certified to make certain welds under qualified procedures. The welder shall be qualified for each position, type weld, electrode, and thickness of base metal that he intends to weld in the shop or field. The welder shall re-qualify for a weld when he has not performed that weld within a six-month period of time. Each welder shall mark his identification symbol on his work in the shop or field.

1.8 DELIVERY STORAGE AND HANDLING

- A. Deliver steel properly marked for correct field assembly and erection.
- B. Deliver anchor bolts, washers and other anchorage devices to be built into other work in a timely manner to allow proper installation into other work.
- C. Protect steel and other accessories provided under this Section from damage, corrosion, distortion of members, and injury to shop paint. Store steel members off the ground, using platforms or pallets, in a location easily accessible for inspection.

2 PART 2 - PRODUCTS

2.1 STRUCTURAL STEEL

- A. Structural Steel Wide Flange Shapes: ASTM A 992 (Grade 50)
- B. Steel shapes angles, channels, bars and plates: ASTM A36 (See structural plans for specific yields)
- C. Structural steel tubing: ASTM A500, (Grade B), with a minimum of 46 KSI
- D. Structural steel pipe: ASTM A53 (grade B), Type E or S.
- E. Standard unfinished threaded fasteners:
 - 1. Bolts and nuts - ASTM A307
 - 2. Washers - ANSI B27.2
- F. Anchor bolts: F1554 (Grade 36)

- G. High strength threaded fasteners:
1. ASTM A325
 2. ASTM A490
- H. Filler metals for welding:
1. Shielded Metal-Arc Welding - AWS A5.1 or 5.5 and AWS Code.
 2. Submerged ARC Welding - AWS A5.17 and AWS Code.
 3. Flux-cored Arc Welding - AWS A5.20 and AWS Code.
 4. Gas-Shielded Welding - AWS A5.20 and AWS Code.
- I. Electrodes:
1. Use AWS Matching Base Metals- see AWS Code 4.1.1 Table.
 2. Use type to produce weld metal with characteristics of steel being welded.
- J. Standard Primer Paint: High solids, low VOC, rust inhibitive, all purpose primer, free of lead, chromates, and other heavy metals. Primer paint is not required for non-exposed steel where encased in masonry:
- K. Provide zinc coating for galvanizing exposed hung plates of structural steel beams or lintels encased in exterior masonry, for other structural members or assemblies not encased in masonry and exposed to the weather, shall be galvanized.
1. ASTM A123 for rolled, pressed, and forged steel shapes, plates, bars, and strips.
 2. ASTM A386 for assembled steel fabrications.
 3. ASTM A153 for steel hardware.
- L. Bedding mortar to be non-shrink factory-packaged grout conforming to CRD-C621; Embecco, Vibra-Foil or equal.
- M. Masonry Anchors: See Section 04200, Unit Masonry.
- N. Expansion Bolts: Zinc plated steel bolts. HSL heavy duty expansion anchors, Hilti "Kwick-Bolts," or approved equivalent.
- O. Shear Connectors: Headed stud type or threaded type, ASTM A108, Grade 1015 or 1020, cold finished carbon steel with dimensions complying with AISC specifications.
- P. Teflon expansion pads: see Section 05820, Slide Bearings (where applicable).

3 PART 3 - EXECUTION

3.1 FABRICATION STANDARDS

- A. Fabricate structural steel members in accordance with AISC Specifications and as indicated on the approved shop drawings.
- B. Shop Fabrication and Assembly; Fabricate and assemble structural steel members in the shop to the greatest extent possible. Assemble and weld built-up sections using methods to produce true alignment of axes without warp.
- C. Fabricate architecturally exposed structural steel in accordance with the applicable standards of the AISC. Members shall be sharp, true, and free from burrs and other irregularities. Welds shall be smooth, continuous and watertight.
- D. Except as otherwise detailed or noted on the Drawings, all connections shall be equivalent in detail to AISC standards.
- E. Welding: Where structural joints and connections are made by welding, the details of all conditions, the welding techniques, the appearance and quality of welds, and the methods used in correcting defective work shall conform to the requirements of the AISC "Specifications for the Design, Fabrication and Erection of Structural Steel Buildings," and the AWS "Structural Welding Code."
- F. High Strength Steel Bolts: Where structural joints and connections are made using high strength bolts, hardened washers and nuts tightened to a high tension, the materials, methods of installation and tension control, type of wrenches and inspection methods shall conform to "Specifications for Structural Joints Using ASTM A325 and A490 Bolts," as approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation.
- G. Cut, drill or punch holes perpendicular to metal surfaces. Do not flame-cut holes or enlarge holes by burning.
- H. Holes for Other Work: Provide holes required for securing other work to structural steel members and for the passage of other work through steel members, as shown on approved, final shop drawings. Provide threaded nuts welded to framing members and other specialty items as indicated.
- I. Accessories: Provide anchorage for masonry to steel members as indicated on the Drawings.
- J. Lintels and shelf angles:
 - 1. Structural steel shapes or plates of sizes noted on the Drawings.
 - a. Built-up sections where indicated with or without separators as required.
 - b. Bolted or welded as noted or as approved.

- c. Attached to concrete or steel structural members as noted or detailed.
- 2. Lintel Bearings at each end shall be 6" minimum on masonry, unless otherwise noted.
- 3. Shelf angles:
 - a. Miter joints at corners.
 - b. Allow for expansion near corners and 40 ft. o. c. maximum.
- K. Column Bases: Press straightened for plates up to 4" thickness; milled for thicknesses over 4".
- L. Shop Painting:
 - 1. After inspection and before galvanizing or shipping, clean all steel surfaces to be painted. Remove loose rust, mill scale and spatter, slag or flux deposits. Clean surfaces in accordance with SSPC-SP-3 "Power Tool Clean" for concealed steel and SSPC-SP-6 "Commercial Blast Cleaning" for architecturally exposed structural steel.
 - 2. After surface preparation, apply primer paint in accordance with manufacturer's instructions and at a rate to provide a dry film thickness of not less than 1.5 mils. Paint application method shall result in full coverage of joints, corners, edges and all exposed surfaces.

3.2 EXAMINATION OF PROJECT CONDITIONS

- A. Contractor shall examine the areas and conditions under which the work of this Section is to be installed. Notify the Architect and Owner's Representative in writing of conditions detrimental to the proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
 - 1. Survey as-built anchor bolt, bearing plate, and embedded plate layouts prior to setting structural steel.
 - 2. Notify Architect and Owner's Representative if the erection of steel will deviate from the approved, final shop drawings as the result of fabrication errors, misalignment of embedded items, or other deviations.

3.3 ERECTION

- A. General: Set structural frames true and plumb and set accurately to the lines and elevations indicated. Align and adjust the various members forming a part of a complete frame or structure before permanently fastening. Clean surfaces that will be in permanent contact once assembly is completed. Make approved adjustments to compensate for discrepancies in elevation and alignment.

- B. Temporary bracing shall be introduced wherever necessary to take care of all loads to which the structure may be subjected including natural forces, erection and operation of equipment. Temporary bracing shall be removed by the Contractor when no longer required.
- C. Establish required leveling and plumbing measurements based on the mean operating temperature of the structure. Make allowances for the difference between temperature at time of erection and mean temperature for structure on a building is in service.
- D. Whenever stocks of material, erection equipment, or other loads are temporarily supported by the steel work during erection, proper provision shall be made to take care of stresses resulting from temporary loading.
- E. All final connections shall be welded or bolted as indicated on the Drawings. All bolts for bolted final connections shall be ASTM A-325 and shall be tightened to a "snug - tight" condition. All bolted connections shall have minimum capacities as shown in Tables I and II of the AISC Manual.
- F. Braces and guys: Coordinate the location of all braces and guys with the work of other trades. All removal of temporary braces, guys and struts shall be part of the work of this Section, and shall be coordinated with the work sequence as walls, floors and roof systems are constructed. All cable guys shall be double clamped and kept under tension.
- G. Welding rod ovens are required. Welding will not be permitted unless all ovens are in working order and used in accordance with the AWS Code.
- H. Column base plates and bearing plates shall be set level to correct elevations and shall be temporarily supported on steel wedges or shims until the supported members have been plumbed and grouted. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges and shims. Cut any protruding part of wedges and shims flush with edge of plate prior to grouting. The entire bearing area under plates shall be grouted solid with non-shrink grout.
- I. Pack bedding mortar solid between surfaces and bases or plates to assure that absolutely no voids remain. Finish exposed surfaces and allow ample time to cure according to manufacturer's recommendations.
- J. Splice members only where indicated on approved, final shop drawings.
- K. Gas Cutting: Field correcting of fabrication by gas cutting shall not be permitted on any major member in the structural framing without prior written approval of the Architect and Owner's Representative.
- L. Fastening of splices of compression members shall be done after the abutting surfaces have been brought completely into contact.
- M. Do not enlarge unfair holes in members by burning or by the use of drift pins. Ream holes that must be enlarged to receive bolts.
- N. Erection Bolts: On exposed welded construction, remove erection bolts, fill holes

with plug welds and grind smooth.

- O. Field Welds: Comply with AISC specifications for removal of shop paint on surfaces adjacent to field welds.
- P. Masonry Expansion Bolts: Anchor only to solidly grouted masonry which has cured for a minimum of three days. Install expansion bolts in accordance with manufacturer's written instruction, using only masonry carbide bits for drilling. Provide a minimum embedment of bolt into masonry of 5" unless noted otherwise on Drawings.
- Q. Touch-Up Painting: After erection and final adjustments, wire brush clean and paint scarred surfaces, field welds, and rust spots using the same type of paint as that applied in the shop.

3.4 TOLERANCES

- A. Individual pieces shall be erected so that the deviation from plumb, level and alignment shall not exceed 1 to 500.

3.5 FIELD QUALITY CONTROL

- A. Owner will employ an independent testing and inspection agency to inspect high strength bolted connections and welded connections and to perform tests and prepare test reports for all field inspections.
- B. When required by Special Inspections, the testing and inspection agency shall visit and inspect the fabricator's plant. The agency shall verify fabricator's compliance with the AISC Quality Certification Program for the appropriate category and with other current edition SIP requirements.
- C. The testing and inspection agency shall conduct tests in accordance with current edition SIP requirements, shall interpret the tests and shall state in reports whether the test specimens comply with or deviate from test requirements.
- D. Correct deficiencies in structural steel work that has been determined not to be in compliance. Additional tests, performed by contractor, which reconfirm non-compliance of original work or which are necessary to confirm compliance of corrected work, shall be at contractor's expense

END OF SECTION 05120 - STRUCTURAL STEEL

SECTION 05310 - METAL ROOF DECK

4 PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes galvanized steel roof deck intended as support for insulation and roofing membrane.

1.2 SUBMITTALS

- A. Product Data: For each type of deck, accessory and product indicated.
- B. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, deck openings, special jointing, accessories, and attachments to other construction.
- C. Product Certificates: Signed by steel deck manufacturers certifying that products furnished comply with requirements.
- D. Welding Certificates: Copies of certificates for welding procedures and personnel.
- E. Product Test Reports: From a qualified testing agency indicating that each of the following complies with requirements, based on comprehensive testing of current products:
 - F. Mechanical fasteners.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed steel deck similar in material, design and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- C. AISC Specifications: Calculate structural characteristics of steel deck according to AISC's "Specification for the Design of Cold-Formed Steel Structural Members."
- D. FM Listing: Provide galvanized steel roof deck evaluated by FM and listed in FM's "Approval Guide, Building Materials" for Class I fire rating and windstorm ratings. See drawings and manufacturer's calculations for specific windstorm rating requirements.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

PART 2 – PRODUCTS

4.1 MANUFACTURERS

- A. Manufacturers: Subject to Compliance with requirements, provide products by one of the following: Vulcan, D-Mac, ASC, DACS, or equal.

4.2 STEEL ROOF DECK

- A. Galvanized Steel Roof Deck: Fabricate panels without top-flange stiffening grooves, to comply with “SDI Specifications and Commentary for Steel Roof Deck,” in SDI Publication No. 29, and the following:
- B. Galvanized Steel Sheet: ASTM A 653 G-90 with minimum yield strength of 33,000 psi.
- C. Profile: 1 ½” depth, ‘B’-deck.
- D. Galvanized Steel Thickness: 22 gauge or as required for span load tables.
- E. Span condition: As indicated.
- F. Side Laps: Overlapped and fastened.

4.3 ACCESSORIES

- A. General: Provide manufacturer’s standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Low-velocity, self-drilling galvanized-steel Tek fasteners.
- C. Side-Lap Fasteners: Self-drilling, galvanized-steel screws, No. 10 minimum diameter.
- D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.
- E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 22 gauge design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
- F. Galvanized Steel Sheet Accessories: Galvanized Steel sheet, of same material, finish, and thickness as deck unless otherwise indicated.
- G. Vinyl Tape; “3M 472 or equal”.

4.4 GALVANIZING REPAIR PAINT

- A. High-zinc-dust content paint for re-galvanizing welds and repair painting galvanized steel, with dry film containing not less than 93% zinc dust by weight, and complying with ASTM A 780.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLATION, GENERAL

- A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 29, manufacturer's written instructions and requirements in this Section.
- B. Locate decking bundles to prevent overloading of supporting members.
- C. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- D. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- E. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to decking.
- F. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of decking, and support of other work.
- G. Locate mechanical fasteners and install according to deck manufacturer's written instructions.
- H. Fasten roof deck panels to steel supporting members with mechanical fasteners as indicated on the drawings.
- I. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports as indicated on the drawings, but with intervals not exceeding 18".
- J. Mechanically fasten with self-drilling No. 10 diameter or larger galvanized steel self-drilling screws.
- K. End bearing: Install deck ends over supporting frame with minimum end bearing of 1-1/2", with end joints as follows:
- L. End Joints: Lapped 2" minimum.
- M. Miscellaneous Roof Deck Accessories: Install ridge and valley plates, finish strips, cover plates, end closures, and reinforcing channels according to deck manufacturer's written instructions. Fasten to substrate to provide a complete deck installation.
- N. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.

- O. Span: Individual units of decking shall span minimum 2 spans.

3.3 FIELD QUALITY CONTROL

- A. Remove and replace work that does not comply with specified requirements.
- B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements

3.4 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanizing repair paint according to ASTM A 780 and manufacturers written instructions.
- B. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05310 - METAL ROOF DECK

SECTION 06100 - ROUGH CARPENTRY

PART I - GENERAL

1.1 SCOPE OF WORK

- A. Provide the wood products necessary to complete the roofing work in accordance with the Project Manual

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections apply to this section.
- B. Section 07552 "Modified Membrane Roofing"

1.3 REFERENCES

- A. ASTM D - 1079 Terminology Relating to Roofing, Waterproofing, and Bituminous Materials
- B. Lumber Standards: American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.
- C. Plywood Standards: U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- D. ASTM E - 108 Test Methods for Fire Test of Roof Coverings
- E. ASCE -7 American Society of Civil Engineering, Minimum Design Loads for Buildings and Other Structures
- F. FM Factory Mutual
- G. NRCA National Roofing Contractors Association
- H. UL Underwriters Laboratories
- I. WH Warnock Hersey

1.4 SUBMITTALS

- A. Provide submittals for lumber or plywood materials upon request.

1.5 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced installers.
- B. Lumber Standards: Comply with American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.
- C. Plywood Standards: Comply with U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.

- E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions show actual lumber size required.

1.6 DELIVERY STORAGE AND HANDLING

- A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery and storage
- B. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.
- C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.7 MANUFACTURER'S INSPECTIONS

- A. Follow provisions in other Sections.

1.8 PROJECT CONDITIONS

- A. Follow provisions in other Sections.

1.9 SEQUENCING AND SCHEDULING

- A. Follow provisions in other Sections.

1.10 WARRANTY

- A. Follow provisions in other Sections.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide nailers, wood blocking and plywood as necessary to complete roofing work as directed by governing codes, roof manufacturer, and plans and specifications.

2.2 DESCRIPTION

- A. Construction Lumber: ACQ Pressure Treated, Standard Grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).
- B. Exterior Type Plywood: APA Rated sheathing, EXT.
- C. Bucks, Nailers, Blocking, Etc.: Treated No. 2 common grade of any WWPA or WCLA species or No. 2 Southern Pine(SPIB).
- D. Anchorage and Fastenings: Proper type, size material and finish for each application.

- E. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes to minimize joints. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

5 2.3 NAILS AND FASTENERS

- A. Fasteners: Use fasteners as dictated by Factory Mutual Wind Uplift requirements of Data Loss Sheet 1-49, meeting ASCE 7.
- B. Fasteners for attachment into steel structure
 - 1. Type: Tek5 Hex-Head Screw.
- C. Fasteners for wood to wood attachments.
 - 1. 8d, hot dip galvanized.
 - 2. #12 coated screws, minimum 1-1/4" imbedment in lumber or minimum length to provide through-penetration in plywood.
- D. Fasteners for wood to concrete; Drive Pins, Expansion Fasteners, Rawl Spikes or Tapcons, minimum 1-1/4" imbedment.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify measurements and dimensions shown before proceeding with carpentry work.
- B. Examine supporting structure and conditions under which carpentry work is to be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Correlate location of nailers, blocking and similar supports for attached work.
- D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Provide nailers, blocking and sleepers where shown on the drawings and details, or required for attachment of other work. Coordinate with locations of other work involved; refer to shop specifications of such work.
- B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.
- C. Securely attach wood nailers to substrates in accordance with Factory Mutual Loss Prevention Data Sheet 1-49 and as required by ASCE 7.
- D. Provide washers under bolt heads and nuts in contact with wood.
- E. Do not wax or lubricate fasteners that depend on friction for holding power.

- F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.
- G. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and retighten as required for tight connections prior to closing in or at completion of work.

3.3 METAL EDGE AT INSULATED ROOF SYSTEMS:

- A. Horizontal pressure treated wood nailers, minimum four inch (4") nominal width, are to be stacked atop each other to a total thickness as needed for flush transition between adjacent insulation boards and roof-edge.

3.4 EQUIPMENT CURBS

- A. All curbs are required to have a nailable wood surface, to provide positive attachment of the Membrane Flashing System.
- B. All curb-heights are to be raised with additional nailers as needed to provide an eight (8) inch membrane flashing height.

3.5 EXPANSION JOINT CURB

- A. All curbs are required to have a nailable wood surface, to provide positive attachment of the Membrane Flashing System.
- B. All curb-heights are to be raised with additional nailers as needed to provide an eight (8) inch membrane flashing height.
 - 1. **Curb shall be raised a minimum six inches (6") above the existing height.**

END OF SECTION 06100 – ROUGH CARPENTRY

SECTION 07120 - WALL WATERPROOFING

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. Section Includes: The restoration of deteriorated masonry walls, work to include repairs to masonry joints, wall expansion joint sealant, and clear coating application.

1.2 REFERENCES

- A. The standards listed below form a part of this specification to the extent referenced. Standards are referred to in the text by basic reference only.
- | | | |
|-----|-------------|--|
| 1. | ASTM C-91 | Standard Specification for Masonry Cement |
| 2. | ASTM C 679 | Standard Test Method for Tack-Free Time of Elastomeric Sealants |
| 3. | ASTM C 920 | Standard Specification for Elastomeric Joint Sealants |
| 4. | ASTM D 412 | Standard Test Method for Vulcanized Rubber and Thermoplastic Elastomers-Tension |
| 5. | ASTM D 562 | Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer |
| 6. | ASTM D 1002 | Standard Test Method for Apparent Shear Strength |
| 7. | ASTM D 1475 | Standard Test Method for Density of Liquid Coatings, Inks and Related Products |
| 8. | ASTM D 1682 | Standard Test Method for Breaking Load and Elongation of Textile Fabrics |
| 9. | ASTM D 2370 | Standard Test Method for Tensile Properties of Organic Coatings |
| 10. | ASTM D 2369 | Standard Test Method for Volatile Content of Coatings |
| 11. | ASTM D 2939 | Standard Test Methods for Emulsified Bitumens Used as Protective Coatings |
| 12. | ASTM D 4212 | Standard Test Method for Viscosity by Dip-Type Viscosity Cups |

1.3 SUBMITTALS

- A. Submit Product Data Sheets for each type of product specified include manufacturer's technical product data, installation instructions, and recommendations for each type of roofing product required. Include data substantiating that materials comply with specified requirements.
- B. Submit Installer Certificate from Manufacturer confirming Approval, with minimum 5 years' experience and approved for warranty issuance.
- C. Upon request, submit a sample of each product.
- D. Submit sample of Manufacturer's 5 year, single-source, materials warranty.
- E. Certified copy of Manufacturer's ISO 9001 compliance.

1.4 QUALITY ASSURANCE

- A. Contractor Qualifications
 - 1. Applicator shall have a minimum of five years' experience installing waterproofing applications, and must be pre-approved by the waterproofing and roofing material manufacturer.
- B. Pre-Construction Meeting
 - 1. Waterproofing Contractor, Material Manufacturer's representative and Owner's Representative, shall meet at job site to review specifications and job related conditions prior to Contractor starting work.
- C. Materials Manufacturer shall provide the following:
 - 1. Twice per week job site inspections of the work in progress, keeping the Owner's representative informed as to the progress and quality of the work as observed, report to Contractor within 3 days of site visit, Contractor to forward report within 7 days of site visit.
 - 2. Review and approve all Work to be in conformance with Contract and Warranty requirements.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials undamaged in manufacturers clearly labeled unopened containers.
- B. Coordinate delivery with scheduled installation date to allow minimum storage time at site.
- C. Store material in clean, dry location at temperature between 50 and 90F. If exposed to lower temperatures, restore to proper temperature before using. Protect from soiling, abuse and moisture. Follow manufacturer's recommended instructions.
- D. Store only that material that can be used on the roof in one day; scatter over the roof area so that deck and roof membranes are not deflected or damaged. Heavy concentrated loads are not permitted on roof. Store pails atop plywood/pallet set atop polystyrene insulation.
- E. Provide required storage units and safeguards.

1.6 PROJECT / SITE CONDITIONS

- A. Verify existing mortar and masonry is structurally sound prior to coating application.
 - 1. Bring structural defects to the attention of the Owner's Representative.
- B. Environmental Requirements.
 - 1. Do not apply coatings when temperature is 50 degrees F or lower.

2. Do not apply coatings to damp surfaces.

1.7 WARRANTY

- A. The waterproofing Contractor shall provide Manufacturer a two (2) year warranty against defects in materials and workmanship. The warranty shall include repairs of leaks in areas covered by this Scope of Work.
- B. The Manufacturer shall provide Owner a 5 year materials warranty with workmanship certification of proper installation.

PART 2 MATERIALS

2.1 PRODUCTS

- A. Provide products and services by Garland, Hyload or Ecology, substitution requests should be submitted ten (10) days prior to Bid Date.
- B. No products shall be used that contain asbestos.
- C. MORTAR JOINT REPAIRS: Type "N" Mortar, tested under ASTM C-91.
 1. Fineness, 35% 45-um (No. 325) sieve 24
 2. Autocl Exp. Max., % 1.0%
 3. Time of Setting Initial Set, min., hr. 2
Final Set, min., hr. 24
 4. Compressive Strength 7 days 500 psi
28 days 900 psi
- D. SEALANT: Single component modified silane elastomeric adhesive sealant.
 1. Hardness, Shore A ASTM C 920, 15-20 30
 2. Tensile Strength ASTM D 412 225 psi
 3. Ultimate Elongation ASTM D 412 500%
- E. CLEAR MASONRY WATERPROOFING: High performance solvent based damproofer for masonry.
 1. Density @77F ASTM D1475 6.95 lbs/gal
 2. Resin Solids Typical 35-45%
 3. Water Repellency ASTM E-514 100% reduction
 4. Permeability ASTM D1653 >85% breathability
 3. VOC 250 g/l

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect surfaces of the building and the surrounding grounds from contamination, soiling and damage during the waterproofing application.
- B. Pressure-wash all surfaces to receive new waterproofing work, removing all loose prior coatings, and any debris, grease, rust, or efflorescence, that will interfere with the adhesion of the new materials.

1. Use an algaecide as needed to achieve the desired degree of cleaning wall surfaces.
2. Following the pressure washing, scrape any existing coating to insure that it is adequately adhered, removing all remaining loosely bonded areas of old coating.

3.2 WALL CRACKS & JOINTS

- A. Remove old caulking and mastics from joints.
- B. Grind crack to minimum 1/4" width.
- C. For Joints: Install closed cell back rod a minimum of 3/4" in depth into the joint under 30% compression. Note: In some areas it may be necessary to remove existing mortar to achieve the desired 3/4" depth.
- D. Install new sealant into the joint detail and tool to uniform smoothness.

3.3 WALL PENETRATIONS

- A. Remove old caulking from joints.
- B. Install new sealant at the wall-to-penetration intersections. This includes downspouts, scupper inlet tube, scupper faceplate, leader-heads, intake/exhaust grills, etc...

3.4 CLEAR MASONRY DAMPROOFER

- A. Apply all silicone/siloxane type coatings LAST, so that overspray does not fall on other surfaces prior to their Work.
- B. Remove old caulking from joints.
- C. Apply a single coat at a rate of 75 sq. ft per gallon, allowing 1 hour cure.
- D. Apply second coat at a rate of 75 sq. ft. per gallon.

END OF SECTION 07120 – WALL WATERPROOFING

SECTION 07310 – SHINGLE ROOFING

PART 1 - GENERAL

6 1.1 SCOPE OF WORK

- A. Removal of existing shingle roofing, base sheets, imbedded sheet metals and loose nails. Installation of continuous underlayment, new shingles, metal drip edge, hip and ridge shingles, and shingle repairs for adjacent membrane roof transitions.

1.2 SUBMITTALS

- A. Manufacturer's signed Shop Drawings, containing;
 - 1. Site Pressures for Field (ASCE-7) and Perimeter (ANSI-SPRI ES-1).
 - 2. Scope of Work for IBC and Warranty Compliance.
 - 3. CAD drawn details (Field, Flashings, Metal Edge, and Curbs, dimensioned), showing fastener types and spacing, and interfacing for coatings, reinforcements, mastics and sealants.
 - 4. Roof Plan scaled, with construction notes as needed.
 - 5. Design Summary
 - a. IBC-2015
 - b. ASCE 7-10
 - (1) Safety Factor: 1.65
 - (2) Test Method: ASTM E-1592.
 - c. SMACNA 5th Edition or later.
- B. Submit Section 01360 Manufacturer Site Certification demonstrating compliance with specified warranty requirements and non-compliance shall be grounds for rejection of Bid.
- C. Submit engineer's Truss Repair Letter listing approved products and procedures for any truss repairs.
 - 1. Provide engineer's post installation letter verifying proper truss repairs have been completed.
- D. Submit Product Data Sheets for each type of product specified.
- E. Show evidence that the Installer specializes in shingle reroofing with a minimum 5 years experience and who is certified by roofing system manufacturer.
- F. Manufacturer's Warranties
 - 1. Sample of Shingle Manufacturer's twenty (30) year limited Warranty.
 - 2. Sample of Underlayment Manufacturer's ten (10) year Limited Materials Warranty.

1.3 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the Roofing System Manufacturer will provide the following:
 - 1. Keep the Architect/Owner informed as to the progress and quality of the work observed.

2. Provide job site inspections a minimum of two days per week, with written inspection reports of observations.
3. Report to the Owner in writing, any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
4. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed Manufacturer's recommendations. Store all roll goods on end.
- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.
- E. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with Manufacturer's recommendations

PART 2 - PRODUCTS

7 2.1 SHINGLE ROOF

- A. Shingle Manufacturers: GAF, Certaineed, Atlas, or Owen's Corning.
 1. **Color and profile shall be selected by Owner based on availability.**
 2. Self-sealing, granule surfaced, asphalt shingle with a fiberglass reinforced core and a mineral granule surfacing. Architectural laminate styling providing a wood shake appearance with a 5" or 5 5/8" exposure. Meets ASTM D 3018 Type 1, ASTM D 3161 Class F, ASTM D 3462, and ASTM D 7158 Class H.
 3. Hip & Ridge Shingles.
 4. Starter Roll.
- 8 B. Underlayment, Sheet Metals, Mastics and Sealants Manufacturer: Garland, Ecology or Hyload.
 1. Underlayment
 - a. "HPR Aquashield", by Garland.
 - b. "Hyload WS 75mil", by Hyload.
 - c. "ERS-900-B/VR", by Ecology.
 2. Sheet Metal: ANSI-SPRI ES-1 tested, for Drip Edge, Jamb and Head Flashing.

- a. “RmerLine”, by Garland.
 - b. Hyload Metals, by Hyload.
 - c. Ecology Metals, by Ecology.
3. Mastic
- 1. “Flashing Bond”, by Garland.
 - 2. “Hyload Flashing Membrane Adhesive”, by Hyload.
 - 3. “ERS-304-MB”, by Ecology.

9 **2.3 NAILS AND FASTENERS**

- A. Shingle Nails for Wood Deck
- 1. Type: 8d
 - 2. Shank Type: Annular ring shank nails
 - 3. Shank Quantity: Minimum 20 rings per inch,
 - 4. Head Diameter: Minimum 3/8-inch (9.5 mm)
 - 5. Corrosion Resistance: Hot dipped galvanized, meeting ASTM G85
 - 6. Length: 5/8” plywood: Minimum 3/4” L.
 - 7. Lumber, all thicknesses: Minimum 1.0” L.
- B. Nails for Wood Deck Re-Attachment into Rafters
- 1. Type: #8
 - 2. Shank Type: Annular ring shank nails
 - 3. Shank Quantity: Minimum 20 rings per inch,
 - 4. Head Diameter: Minimum 3/8-inch (9.5 mm)
 - 5. Corrosion Resistance: Hot dipped galvanized, meeting ASTM G85
 - 6. Length:
 - a. 5/8” plywood: Minimum 2” L.
 - b. 5/4” lumber: Minimum 2-1/2” L.
- C. “Cap Nails” shall be an integrated cap with nail, 1-inch length and 1-inch diameter and of not less than 32 gage (0.010 inch) sheet metal. ' Cap Nail shall be tested for corrosion resistance in compliance with ASTM G 85. All of cartons shall be labeled to note compliance with the corrosion resistance requirements.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Review Manufacturer’s Shop Drawings onsite with Manufacturer’s representative and coordinate during weekly site visits, as required for Warranty.
- B. Submit engineer’s Truss Repair Letter listing approved products and procedures for any truss repairs.
- 1. Provide engineer’s post installation letter verifying proper truss repairs have been completed.

3.2 DEMOLITION

- A. Remove all existing roofing down to the roof deck.

3.3 DECK REPAIRS

- A. Where required, install new matching thickness wood decking attached 6” oc at all trusses.

3.4 DECK REATTACHMENTS

- A. Provide additional deck reattachments per IBC and IRC and as provided by Manufacturer’s Shop Drawings.
- B. Reattach existing decking to a 6” oc finish, typically.

3.5 UNDERLAYMENT

- A. Install continuous underlayment to deck per Shop Drawings.

3.6 VALLEY

- A. Install valley as shown in plan details, typically California Cut or Metal Valley.
- B. Metal Valleys (when specified); engage return-hem with clips at twenty-four inches (24”) oc fastened outside of valley. Apply an asphalt mastic transition along roof-side return-hem for both sides of valley.

3.7 DRIP EDGE

- A. Install new drip edge at 3” oc staggered.
- B. Apply asphalt primer to the drip edge flange.
- C. Install starter roll.

3.8 HEAD TRIM

- A. Install starter roll.
- B. Install shingles as specified.
- C. Install Head trim fabricated and attached per Shop Drawings.

3.9 PLUMBING BOOTS

- A. Remove and replace existing lead plumbing boots with aluminum-clad PVB boots.

3.10 SHINGLE INSTALLATION

- A. Install per manufacturer’s instructions.
- B. Install 6 nails per shingle.

3.11 CLEANING

- A. Remove bitumen drippage from all walls, windows, floors, ladders, and finished surfaces.
- B. Remove loose debris from grounds **at the end of each work day.**

END OF SECTION 07310 – SHINGLE ROOFING

SECTION 07411 - MANUFACTURED METAL ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes prefinished manufactured metal roof panels attached to structural purlins/deck, with matching trim, and all related work, of the following type:
 - 1. Formed roof panels with machine seamed sealed joints, at 36-inches on – center.
 - 2. Finished underside of panels where exposed to view, similar to topside, except 2-coat system (primer and color coats).
 - 3. Two year watertightness warranty and 20 year finish warranty.
- B. Scope – Roofing Systems: The work in the Section includes all labor, materials, accessories, services and incidentals necessary for supplying, installing and testing of the prefinished metal roofing system described herein. Provide matching prefinished flashing, fascia panels, caps, copings, curbs, gutters, downspouts, trim, closures, etc., which are associated with and/or come in contact with roofing system's components, in same base metal as roofing panels, and panels, and make watertight junctions with work of other trades.
 - 1. General Requirements: Metal roofing system as specified and indicated is to be attached to structural purlins, with matching trim.
 - 2. Curbs for mechanical equipment and other work as indicated or required by project conditions, with counterflashings to match roofing panels.

1.3 SUBMITTALS:

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Section Sections.
- B. Product data including manufacture's product specification, standard details, certified product test results, installation instructions, and general recommendations, as applicable to materials and finishes for each component and for total panel system.
- C. Contractor shall;
 - 1. Submit Manufacturer's Wind Uplift Calculations Testing for
 - 2. Submit Manufacturer's Letter reviewing and approving Existing Substrate, Roof Membrane Design, Roof Sheet Metal Design, and willing to provide specified Roof Warranty. Failure to demonstrate compliance with Specification shall be cause for rejection of submittal and Bid.

- D. Sample for Verification Purposes of Roof Panels: Provide sample panels 12-inches long by actual panel width, in the profile, style color, and texture indicated. Include clips, any battens, fasteners, closures, and other panel accessories.
- E. Shop Drawings specified to this project showing layouts of panels on roofs, details of edge conditions, joints, corners, panel profiles, supports anchorages, trim, flashings, closures, accessories and special details. Distinguish between factory and field assembly work. The manufacturer's technical engineering department shall approve the drawings before they are submitted.
- F. Qualification data for manufacturer, fabricator and installer.
- G. Manufacturer's certification for installer.
 - 1. The written documentation from the roofing manufacture shall also certify that roofing design and system provided comply with requirements specified and the manufacturer's requirements for the roofing system provided.

1.4 QUALITY ASSURANCE:

- A. Wind Uplift: Provide Manufacturer's wind uplift calculations per IBC 1504 currently adopted Edition.
- B. Field Measurements: Where possible, prior to fabrication of panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units where final dimension cannot be established prior to fabrication. Terminal edges of panels, closures and turned-down caps shall be to a neat straight line.
- C. Manufacturer's Project Manager: The Manufacturer shall provide a Project Manager, who shall work with personnel to develop the shops drawings of the project prior to installation of the roof. When beginning installation procedures, the manager shall be present at all times to instruct and manage the installers' crew. The entire installation shall be subject to the direction of the Project Manager, who shall be responsible for the proper and timely installation of the system.
 - 1. The Project Manager shall attend a required Pre-Roofing Conference, and return to the project site when requested by installer, and at beginning of this work, and 50% and 100% roof completion stages.
- D. Manufacturer Qualifications: A qualified manufacturer that has 10 years' experience in manufacturing roofing systems identical to that specified for this Project.
 - 1. Certification: Provide written certification from the roofing manufacturer that roofing design and system provided comply with the requires specified and manufacturer's requirements for the roofing system provided.
 - 2. This certification shall be included in other required submittals and be attached to completed and executed manufacturer's roofing warranty.
 - 3. Upon request, submit evidence of complying with requirements.
- E. Manufacturer Inspections: Manufacturer shall inspect work in progress a minimum of two days per week and issue reports within 5-7 days, until Substantial Completion. Inspections will confirm IBC Chapter 15 installation methods and materials' compliance.

- F. Installer Qualifications; Engage an experienced Installer (Roofer) to perform roofing work who has specialized in installing roofing system similar to that required for this Project and who is acceptable to manufacturer of primary roofing materials.
1. Installer's Field Supervision: Require Installer to maintain a full-time supervisor/foreman who is on jobsite during times that roofing work is in progress and who is experienced in installing roofing systems similar to type and scope required for this Project.
 2. Refer to Division 1 Section "Special Conditions", for additional information and experience and other requirements.
- G. Pre-Roofing Conference: A pre-roofing conference is required before any roofing materials are installed. This conference shall be conducted by Owner's Representative, Roofing Contractor and the Roofing Materials Manufacturer
1. The pre-roofing conference is intended to clarify demolition (for renovation or reroofing projects) and application requirements for work to be completed before roofing operations can begin. This would include detailed review of the specifications, roof plans, roof deck information, flashing details, and approved shop drawings, submittal requirements, this shall be resolved. If this pre-roofing conference cannot be satisfactorily conducted without further inspection and investigation by any of the parties present, it shall be reconvened at the earliest possible time to avoid delay of the work. In no case should the work proceed without inspection of all roof deck areas and substantial agreement on all points.
 2. The following are to be accomplished during the conference:
 - a. Establish trade-related job schedules, including the installation of roof-mounted mechanical equipment.
 - b. Establish roofing schedule and work methods that will prevent roof damage.
 - c. Require that all roof penetrations and walls be in place prior to installing the roof.
 - d. Establish those areas on the job site that will be designated as work and storage areas for roofing operations.
 - e. Establish weather and working temperature conditions to which all parties must agree.
 - f. Establish acceptable methods of protecting the finished roof if any trades must travel across or work on or above any areas of the finished roof.
 3. The Owner's Representative shall prepare a written report indicating actions taken and decisions made at this pre-roofing conference. This report shall be made a part of the Project record and copies furnished to all parties.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Comply with manufacturer's current written instructions and recommendations.
- B. Deliver panels and other components so they will not be damaged or deformed. Package panels for protection against transportation damage.
- C. Handling: Exercise care in unloading, storing, and erecting panels to prevent bending, warping, twisting, and surface damage.

- D. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weathertight ventilated covering. Store metal panels so that they will not accumulate water. Do not store panels in contact with earth, water, or other materials that might cause staining, denting, or other surface damage.
- E. Deliver accessories, such as reglet, inserts, etc., which are to be installed by other trades and/or in conjunction with the work of other trades, far enough in advance so as not to delay the Work on the project.

1.6 WARRANTIES AND GUARANTEES:

- A. Manufacturer's System, Labor and Materials, and Wind Warranty: The manufacturer shall warranty that the roofing system shall remain watertight (without perceptible deformation) and completely leak free for a period of two (2) years from the date of Substantial Completion.
- B. Manufacturer shall execute a single warranty covering of the following criteria. Multiple-source warranties are not acceptable.
 - 1. Manufacturer's two (2) year watertight warranty, including coverage for all trim, flashings, and penetrations associated with the roof area.
 - 2. Paint Finish Warranty: 20 years minimum from the date of Substantial Completion. Failures include, but are not limited to, cracking, deforming, fading or otherwise deteriorating beyond normal weathering, and as otherwise indicated. Fading is defined as loss of color, after cleaning with product recommended by manufacturer, of more than 4 color-difference units as measured according to ASTM D2244, and as otherwise indicated.
 - 3. Warranty shall commence on date of substantial completion [or final payment], whichever is agreed by contract.
 - 4. Installer shall provide manufacturer with a two (2) year warranty covering roofing system installation and water tightness.
 - 5. Warranty shall contain no provisions for "blanket voiding".
 - 6. Warranty shall not charge owner for leak calls for any reason.
 - 7. Warranty shall not require a manufacturer's maintenance program and only routine maintenance such as cleaning debris shall be necessary.
- C. Repairs that become necessary, such as for leaks, wind damage or temperature stress while roofing is under warranty and/or guarantee, shall be performed by the installer within 7-days of notification. Should for any reason, the installer not be able to perform the repairs, it shall be incumbent upon the manufacturer to do so. If repairs are not begun on time, Owner shall have work done by others and costs will be charged to the Contractor, with no detrimental effect on the remaining warranty and no termination of warranty.
- C. The above warranty and guaranty shall be in addition to, shall be in effect simultaneously with, and shall not alter other project or project warranties or guarantees, nor shall they serve as limitations to other remedies available to the Owner.

1.7 PROJECT CONDITIONS

- A. Weather: Proceed with roofing work when existing and forecasted weather conditions permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.
- B. Substrate Conditions: Do not begin roofing installation until substrates have been inspected and are determined to be in satisfactory condition.

1.8 SEQUENCING

- A. Coordinate installation with flashings and other adjoining construction to ensure proper sequencing.

PART 2 – PRODUCTS

2.1 PRODUCT/MANUFACTURER

- A. Manufacturers: Preformed corrugated panels mechanically attached to supports using exposed fasteners and lapping adjacent panels. Roofing panels, closures, and all exposed trim, gutters, downspouts, and similar items shall be factory prefinished.
- B. Product/Manufacturer: Subject to compliance with requirements, provide standing machine seamed roofing system equivalent to the following, by one of the above named manufacturers, or other product properly submitted at least 10-days prior to Bid Date and subsequently accepted for bidding in writing or by Addendum by the Owner's Representative.
 - 1. Garland, Hyload or Ecology, in compliance with specifications.

2.2 MATERIALS

- A. Prefinished Panels and Trim: Fabricate of minimum twenty four (24) gauge G90 steel, with prefinished roofing panels and closures, and 2-coat full strength (70-percent) Kynar 500 resin (20-year) finish for all roofing panels, exposed trim, gutters, downspouts, and similar items; Provide 2-coat finish on underside of panels where exposed to view in the finished work, and where not exposed to view provide manufacturer's standard primer and "wash coating".
- B. Vertical Seams: All roof panels shall be formed with a one-and-one-half (1-1/2) inch rib height.
- C. Panel Width; All roof panels shall be thirty six (36) inch wide.
- D. Ridge Caps, Flashing and Trim: All flashing and cover over all curbs, roof penetrations, etc., shall be of the same material, gauge and finish as the panels with which they are used, unless heavier gauge is required by project conditions.
- E. Fasteners: All exposed fasteners shall match adjacent material finish and/or color. Length and diameter of screws shall be sufficient to meet design criteria. All fasteners shall have neoprene rubber washer.

- F. Closures: Precut closures from gray cross-linked closed-cell polyethylene composition foam to the exact profile of the members with which they are to function.
- G. Sealants: Non-skinning, non-hardening, non-oxidizing butyl sealant, designed for metal-to-metal concealed joints. Field applied adhesive tape sealants shall be extruded polymeric butyl tape, non-skinning. Use no exposed sealants.
- H. Bituminous Coating: Cold-Applied asphalt mastic, SSPC-12, compounded for 15-mil dry film thickness per coat, and approved for the intended use by both the mastic and roofing manufacturers.

2.3 METAL FINISHES

- A. General: Protect coating either by application of strippable film or by packing plastic film or other suitable material between panels in a manner to properly protect the finish. Furnish air-drying, spray finish in matching color for touch-up, in the event touch-up is allowed by the design professional; however, it is probable that the design professional will require replacement of any materials which exhibit any damage to finishes.
 - 1. Durability: Provide coating system that has been field tested under normal range of weathering conditions for minimum of 20 years without significant peel blister, flake, chip, crack, or check in fish; without chalking in excess of No. 8 in accordance with ASTM D 659; and without fading in excess of 5-NBS units (or acceptable equivalent accelerated weathering).
- B. Roof Panels;, Closures, Exposed Trim, Gutter, Downspouts, and Similar Items-Fluoropolymer Coating: Manufacturer's standard 2-coat (i.e.: primer and color), thermo-cured full-strength 70 percent resin "Kynar 500" coating and 30 percent reflective gloss when tested in accordance with ASTM D 523: Dry film thickness of 1.6 mils, minimum. Provide 2-coat finish on underside of panels where exposed to view in the finished work, and manufacturer's standard primer and wash coating at concealed locations.
 - 1. Colors: As selected by owner's representative after Bid Date, from manufacturer's "standard" non-metallic colors; Minimum 15 colors to select from, including in part, color(s) to match similar applications existing on the existing building to include in part, to match aluminum windows, storefront or curtain wall, or equivalent price finish selected by design professional after bidding.

2.4 PANEL FABRICATION

- A. General: Fabricate and finish panels accessories at the factory, by manufacturer's standard procedures and processes, as required to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and dimensional requirements and with structural requirements.
- B. Apply bituminous coating or other permanent separation materials on concealed panel surfaces where panels would otherwise be indirect contact with substrate materials that are noncompatible or could result in corrosion or deterioration of either material or finishes.

- C. Fabricate panel joints with captive gaskets or separator strips, which provide a tight seal and prevent metal-to-metal contact in manner that will minimize noise from movements within panel system.
- D. Field Roll Forming: Field forming of panels is not acceptable unless manufacturer will supply a certification letter that the roll forming machine is minimum 15 stages and that the manufacturer's full time employee(s) shall be solely responsible for panel production and quality control procedures.

PAR T 3 – EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Installer shall examine all substrates and verify that they are acceptable, which will be acknowledged and accepted by his beginning work. Installer shall verify that all penetrations, expansion joints, blocking, etc., are securely anchored into place, and that substrate is clean and free of all debris or other substance detrimental to the roofing work.
 - 1. Notify the Contractor in writing of conditions requiring corrections, for proper completion of the Work. Do not proceed until unsatisfactory conditions have been satisfactorily completed.
- B. NOTE: The use of square head nails, staples, and pneumatic or electric nail guns are strictly prohibited.
- C. Miscellaneous Framing: Install subpurlins, eave angles, furring, and other miscellaneous roof panel support members and anchorage according to metal roof panel manufacturer's written instructions.

3.2 PANEL INSTALLATION

- A. General: Comply with manufacturer's written instructions and recommendations for installation, as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place, with provision for thermal and structural movement.
 - 1. Field cutting of exterior panels by torch or abrading is not permitted. Shearing-type cutting tools are permitted.
 - 2. Install two fasteners within each corrugation along each purlin.
 - 3. Install stitch screws through laps at 16" oc.
 - 4. Install minimum 6" panel lap, head-lap fastened through butyl tape.
- B. Accessories: Install components required for a complete roof panel system, including in part, trim, copings, fascias, stops, ridge closures, curbs, clips, flashings, counterflashings, sealants, gaskets, fillers, closure strips, and similar items.
 - 1. Provide and install counterflashing to match roofing over flashing at vent stacks, flues, curbs, and other penetrations, except those indicated to be field painted.
- C. Joint Seals: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of panels systems and accessories. Provide

types of gaskets, sealants, and fillers indicated or, of not otherwise indicated, types recommended by panel manufacturer.

1. Flash and seal roof panels at eave and rake with rubber, neoprene or other closures to exclude weather.
 2. Counter-flash over otherwise exposed flashings with metal and finish to match adjacent roof metal.
 3. Refer to other sections of these specifications for product and installation requirements applicable to indicated joint sealers.
- D. Joint Sealers: Refer to other sections of these specifications for post-installation requirement on joint sealers; not work of this section.
- E. Lap-Seams: Provide butyl tape at lapped joints of ribbed or fluted roof sheets and between roof sheets and protruding equipment, vents, and accessories.
- F. Installation Tolerances: Shim and align panel units within installed tolerance of 1/4-inch in 20'0" on level/plumb/slope and location/line as indicated, and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- G. Roofer shall install curbs supplied by other trades for roof mounted equipment and other items, and cover with metal to match roofing.

3.3 CLEANING AND PROTECTION

- A. Damaged Units: replace panels and other components of the work that have been damaged or have deteriorated beyond successful repair by means of finish touch-up of similar minor repair procedures as determined solely by the design professional.
- B. Cleaning: Remove temporary protective coverings and strippable films (if any) as soon as each panel is installed. Upon completion of panel installation, clean finished surfaces as recommended by panel manufacturer, and maintain in a clean condition during construction.

END OF SECTION 07411 - MANUFACTURED METAL ROOF PANELS

SECTION 07600 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY:

- A. This Section includes the following, where indicated, and where required by project conditions, and which are not part of other Sections:
 - 1. Prefinished metal counter flashing and base flashing.
 - 2. Miscellaneous prefinished metal wall flashing, counterflashing, and reglets.
 - 3. Exposed prefinished metal trim/fascia units, column caps, and other items as indicated on the Drawings.
 - 4. Elastic flashing at top of all curbs, top course of double wythe walls, at perimeters of all exterior wall openings (i.e.: doors, windows, louvers, etc.), through-wall flashing, and elsewhere as indicated.
 - 5. Miscellaneous sheet metal accessories as indicated and as required by project conditions.
- B. Exposed metal flashing is intended to be factory formed, prefinished baked enamel, as specified, in manufacturer's standard non-metallic color(s) selected by Architect after bidding.

1.3 SUBMITTALS:

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for Flashing, Sheet Metal and Accessories: Manufacturer's current technical product data, installation instructions and general recommendations for each specified sheet material, fabricated product, coating system, and color selection data.
- C. Upon request, provide samples of the following flashing, sheet metal, and accessory items:
 - 1. 12-inch-long samples of factory-fabricated products exposed as finished work. Provide complete with specified factory finish.
 - 2. Physical samples for color selections, where color selection is required.
- D. Shop drawings showing layout, profiles, methods of joining, and anchorages details, including major counter flashings, trim/fascia units, expansion joint systems, and other fabricated work. Provide layouts at 1/4-inch scale and details at 3-inch scale.
- E. Provide written assurance that each sheet metal product to be incorporated into a Roofing warranty is approved by the roof system manufacturer, and also code compliant per ANSI-SPRI ES-1.

1.4 PROJECT CONDITIONS:

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 ROOFING SHEET METAL, TRIM UNITS, & FLASHING

- A. Provide sheet metal flashing compliant with IBC 1504 and ANSI-SPRI ES-1, and in compliance with 01360 manufacturer warranty certifications.
- B. Fabricate of **minimum 24-gage** metal, with minimum 50,000 P.S.I. yield, with **2-coat** full strength (70-percent) Kynar 500 resin (20-year) finish. Provide one of the following base metals, to be the same base metal used for other sheet metal applications and systems:
 - 1. ASTM A 792 aluminum-zinc alloy coated steel sheet ("Galvalume"), or
 - 2. ASTM A 653, G-90 (galvanized) zinc-coated steel sheet.
 - 3. Typical metal flashing, except where specifically indicated otherwise.
- C. Sheet Metal Types:
 - 1. Coping/Curb Caps 24 gauge Kynar standard finish G90 steel.
 - 2. Counter flashings 24 gauge Kynar standard finish G90 steel.
 - 3. Plumbing Vent Flashings Zinc or Copper, 4lb lead
 - 4. Pitch Pans & Bonnets 24 gauge Kynar standard finish G90 steel.
 - 5. Continuous Cleats 22 gauge steel, G90 mil finish.
 - 6. Gutter & Downspouts: 24 gauge Kynar standard finish G90 steel.
 - 7. Metal Edge: 24 gauge Kynar standard finish G90 steel.
- D. Colors: As selected by Architect after Bid Date, from manufacturer's standard non-metallic colors; Minimum 15 colors to selection.

2.2 FASTENERS

- A. Sheet Metal to Wood, Imbedded; 3/8" head, #10, 1-1/4" length, hot-dip galvanized.
- B. Sheet Metal to Wood, Exposed; #12-14 HWH Sheet Metal Screw with neoprene washer, 1-1/4" length, hot-dip galvanized or FM coating.

2.3 LEAD FLASHING (AT PLUMBING VENT STACKS):

- A. 4-pound lead sheet, fabricated to extend 4 inches minimum onto roof and turn down 1 inch minimum down inside vent stacks.
 - 1. For metal roofing, provide counterflashing over vent stacks, curbs, and other penetrations' flashings in same material and color as metal roofing.
 - 2. Note that flashing at metal roofing shall also be as recommended by metal roof panel manufacturer and shall fully comply with applicable warranties.

2.4 **MISCELLANEOUS MATERIALS AND ACCESSORIES:**

- A. Solder:
 - 1. For use with steel or copper: Provide 50 - 50 tin/lead solder (ASTM B 32), with rosin flux.
 - 2. For use with stainless steel: Provide 60 - 40 tin/lead solder (ASTM B 32), with acid-chloride type flux, except use rosin flux over tinned surfaces.
- B. Fasteners: Same metal as flashing/sheet metal or other non-corrosive metal as recommended by sheet manufacturer. Match finish of exposed heads with material being fastened.
- C. Bituminous Coating: SSPC - Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.
- D. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, non-drying, non-migrating sealant.
- E. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Section 07900 - "Joint Sealers."
- F. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.
- G. Provide splash block sloped away from building, approximately 12-inches wide x 24-inches long x 2-inches thick x 3-inches high, with 3-raised edges and one "open" end turned toward building – at locations where downspouts would otherwise drain on grade.
 - 1. Provide 1-precast concrete splash block at each downspout which drains onto grade or paving;
 - 2. Provide 1-preformed metal pan with corrugated bottom and properly hemmed edges (minimum 12" x 24") at each downspout which drains onto a roof below.

2.5 **FABRICATED UNITS:**

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
 - 1. At metal roofing and horizontal or sloped metal flashings over 6-inches wide, provide custom configurations and continuous brake-metal roofing system, with continuous concealed clip anchors rated for I-90 uplift conditions, with

- 1-inch high standing seam Pittsburgh lock-seam joints - filled with sealant, double-folded, and corners turned down at 45-degrees.
2. Provide matching materials and finish for fascia metal covering, flashing, counterflashing and trim.
- B. Seams: Fabricate nonmoving seams in sheet metal with standing seam at exposed tops and lapped side or edge seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer. Pop-rivet joints for additional strength where required and at vertical faces.
- C. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 - EXECUTION

3.1 INSTALLATION REQUIREMENTS:

- A. General: Except as otherwise indicated, comply with manufacturer's current written installation instructions and recommendations, with SMACNA "Architectural Sheet Metal Manual," and reviewed submittals and shop drawings.
1. Install manufactured, bought-out items in accordance with manufacturer's current written instructions and recommendations.
 2. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Underlayment: Where stainless steel or aluminum is to be installed directly on cementitious or wood substrates, install a slip sheet of red rosin paper and a course of polyethylene underlayment.
- C. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- D. Install counterflashing in reglets, by snap-in seal arrangement for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure, or if not indicated, as recommended by referenced standards, flashing and roofing manufacturers, and otherwise as required for the intended application.
- E. Flashing:
1. Comply with manufacturer's current written instructions and recommendations for installation of all systems components in all applications indicated on the Drawings, and as otherwise required by project conditions.
 2. At any parapet wall and roof curbs applications, extend flashing continuous, over top of wall or curb, and turn down one inch (1") minimum on exterior side of wall and mechanically anchor in place at side of top of wall, below and concealed by continuous metal clip anchor (acting as termination bar)

and metal cap flashing or coping, and down over top edge of roofing flashing material at roof side.

3.2 CLEANING AND PROTECTION:

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
 - 1. Repair damaged metal and metal finishes air-drying touch-up paint.
 - 2. Replace damaged flashing and sheet metal work which cannot be repaired and when finish repair and restoration is not acceptable to Architect.
- B. Protection: Advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than natural weathering at time of Substantial Completion.

3.3 COUNTERFLASHINGS

- A. Remove existing counterflashing and install new counterflashing per manufacturer's shop drawings and warranty requirements.

3.4 PLUMBING VENTS

- A. Remove existing plumbing vent flashing and install new prefabricated plumbing vent flashing per manufacturer's shop drawings and warranty requirements.

3.5 METAL EDGE

- A. Remove existing metal edge flashing and install new metal edge flashing per manufacturer's shop drawings and warranty requirements.

3.6 EXPANSION JOINT CAP

- A. Remove existing expansion joint cap flashing and install new expansion joint cap flashing per manufacturer's shop drawings and warranty requirements.

END OF SECTION 07600 – FLASHING AND SHEET METAL

SECTION 07900 - JOINT SEALERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Related work specified elsewhere includes: N/A

1.2 DESCRIPTION OF WORK:

- A. Work described in this section includes joint sealer systems.

1.3 SYSTEM PERFORMANCES:

- A. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.

1.4 QUALITY ASSURANCE:

- A. Installer Qualifications: Engage an Installer who has successfully completed within the last three years at least 3 joint sealer applications similar in type and size to that of this project and who will assign mechanics from these earlier applications to this project, of which one will serve as lead mechanic.
- B. Single Source Responsibility for Joint Sealer Materials: Obtain joint sealer materials from a single manufacturer for each different product required.

1.5 SUBMITTALS:

- A. Product Data: Submit manufacturer's complete product specifications, handling/installation/curing instructions, color charts and performance tested data sheets for each product required.

1.6 DELIVER, STORAGE AND HANDLING:

- A. Deliver materials to project site in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multi-component materials.
- B. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS:

- A. Environmental Conditions: Do not proceed with installation of joint sealers under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealer manufacturer or below 40° F.

2. When joint substrates are wet due to rain, frost, condensation or other causes.
- B. Joint Width Conditions: Do not proceed with installation of joint sealers when joint widths are less than allowed by joint sealer manufacturer for application indicated.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL:

- A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.
- B. Colors: Provide color of exposed joint sealers indicated, or if not indicated, as selected by Architect from manufacturer's standard colors.

2.2 ELASTOMERIC JOINT SEALANTS:

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, single component elastomeric adhesive sealant of base polymer indicated which complies with ASTM C 920 requirements, including those for Type, Grade, Class and Uses.
- B. Multi-Part Nonsag Silane Sealant: Type M, Grade NS, Class 25, Uses NR, M, A and, as applicable to joint substrates indicated, O.
1. Products: Subject to compliance with requirements, provide the following:
 - a. "Tuff Stuff MS"; Garland Company.

1.	Hardness, Shore A	ASTM C 920, 15-20	30
2.	Tensile Strength	ASTM D 412	225
	psi		
3.	Ultimate Elongation	ASTM D 412	500%
 2. Locations for Use: Exterior joints and penetrations in vertical surfaces of concrete, and between metal and concrete, mortar of stone; overhead or ceiling joints; perimeters of metal frames in exterior walls; vertical expansion and control joints in masonry and concrete; and at all miscellaneous locations requiring a joint sealant.
 3. Equivalent 1-part sealants will be acceptable for interior surfaces only, by one of the above named manufacturers.
- C. Two-Part Pourable Epoxy/Urethane Hybrid Sealant: Type M, Grade P, Class 25; Uses T, M, A and, as applicable to joint substrates indicated, O.
1. Products: Subject to compliance with requirements, provide the following:
 - a. "Perma-Joint Sealant"; Garland Company

1.	Flexural Strength	ASTM D790	2780
	psi		
2.	Tensile Strength	ASTM D412	3280
	psi		
3.	Elongation at Break	ASTM D412	50%
 2. Locations for Use: Exterior and interior expansion, control and construction joints in horizontal surfaces; and joints subject to pedestrian and light vehicular traffic.

- D. One-Part Mildew-Resistant Silicone Sealant: Type S, Grade NS; Class 25, Uses NT, G, A and, as applicable to nonporous joint substrates indicated, O; formulated with fungicide for sealing interior joints with nonporous substrates around ceramic tile, showers, sinks and plumbing fixtures.
1. Products: Subject to compliance with requirements, provide the following:
 - a. "All-Sil"; Garland Company

1. Surface Temp Range	-60F to 350F	
2. Tensile Strength	ASTM D412	230
	psi	
3. Elongation	ASTM D412	360%
4. Joint Movement	ASTM C719	+/-50
5. Hardness	ASTM C920	24
	points	
 2. Locations for Use: Interior joints in vertical surfaces and terminal edges of tile; and joints At damp areas, such as around sinks and plumbing fixtures and pipe penetrations; and exposed terminal edges of vinyl flooring, such as around door frames and terminations at concrete.
- E. High Movement Joints; Single component 100% solids polyether.
1. Products: Subject to compliance with requirements, provide the following:
 - a. "Greenlock XL"; Garland Company

1. Shear Strength	ASTM D1002	140 psi
2. Slump	ASTM C679	0 slump
3. Shrinkage	After 14 days	Non
	measurable	
4. Low Temp Flex	¼" mandrel	-20F
5. Viscosity @ 70F	Brookfield RVF	850,000 cPs

2.3 LATEX JOINT SEALERS:

- A. Acrylic-Emulsion Sealant: Manufacturer's standard, one part nonsag, acrylic, mildew resistant, acrylic emulsion sealant complying with ASTM C 834, formulated to be paintable and recommended for exposed applications on interior and on protected exterior exposures involving joint movement of not more than $\pm 7.5\%$.
1. Products: Subject to compliance with requirements, provide with one of the following:
 - a. "Chem-Calk 600"; Bostik Construction Products Div.
 - b. "AC-20"; Pecora Corp.
 - c. "Sonolac"; Sonneborn Building Products Div; BASF Building Systems.
 2. Locations for Use: Interior joints in field-painted vertical and overhead surfaces at perimeter of metal door frames, gypsum drywall, plaster and concrete or concrete masonry; and all other interior locations not indicated otherwise.

2.4 FIRE-RESISTANT JOINT SEALERS:

- A. N/A

2.5 JOINT SEALANT BACKING:

- A. General: Provide sealant backings of material and type which are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint-Fillers:
 - 1. Preformed, compressible, resilient, non-waxing, non-extruding strips of plastic foam of material indicated below, and of size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - 2. Backer Rod: Premium grade, closed cell polyethylene foam rod; Seal tight Backer Rod, as manufactured by W.R. Meadows, Inc., or approved equivalent.
 - 3. Joint Filler: “Ceramar” flexible foam expansion joint filler, as manufactured by W.R. Meadows, Inc., or approved equivalent.
- C. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing bond between sealant and joint filler or other materials at back (3rd) surface of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS:

- A. Primer: Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated.
- B. Cleaners for Nonporous Surfaces: Provide non-staining, chemical cleaner of type acceptable to manufacturer of sealant and sealant backing materials which are not harmful to substrates and adjacent nonporous materials.
- C. Masking Tape: Provide non-staining, non-absorbent type compatible with joint sealants and to surface adjacent to joints.
- D. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork in preformed strips.

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Require Installer to inspect joints indicated to receive joint sealers for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Obtain Installer’s written report listing any conditions detrimental to performance of joint sealer work. Do not allow joint sealer work to proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION:

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:
 - 1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; oil; grease; waterproofing; water repellents; water; surface dirt and frost.
 - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, acid washing or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove latex and form release agents from concrete.
 - 4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile and other non-porous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer manufacturer's recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALERS:

- A. General: Comply with joint sealer manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Scope; Apply new sealants at window locations where directed.
 - 1. Masonry Sill & Head, two horizontal rows; Apply new sealant as directed along the entire joints.
 - 2. Metal to Glass, two horizontal rows and two vertical applications; Apply new sealant as directed for all joints.
- C. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications and conditions indicated.

- D. Latex Sealant Installation Standard: Comply with requirements of ASTM C 790 for use of latex sealants.
- E. Installation of Sealant Backings:
 - 1. Install sealant backings to comply with the following requirements:
 - 2. Install joint-fillers of type indicated or recommended by sealant manufacturer to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint-fillers.
 - b. Do not stretch, twist, puncture or tear joint-fillers.
 - c. Remove absorbent joint-fillers which have become wet prior to sealant application and replace with dry material.
 - 3. Install bond breaker tape between sealants and joint-fillers, compression seals or back of joints where required to prevent third-side adhesion of sealant to back of joint.
- F. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
- G. Tooling of Nonsag Sealants:
 - 1. Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
 - 2. Concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated

3.4 PROTECTION AND CLEANING:

- A. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of substantial completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.
- B. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

END OF SECTION 07900 - JOINT SEALERS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: * DATE:

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____

- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those 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:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-25**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG21-25 – Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for the Baldwin County Commission.”

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.

- A. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- B. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

- XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

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

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **one hundred eighty (180) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death)

and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.
- XXVIII. Surety: As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be

reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be considered as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXIX. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general

circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975. “(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

XXX. The public works project which is the subject of this invitation to bid is partially funded through the Federal Emergency Management Agency (FEMA) Public Assistance Program, and the balance is funded by the Baldwin County Commission.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

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

COUNTY

ATTEST:

JOE DAVIS, III /Date
Chairman

WAYNE DYESS /Date
County Administrator

SIGNATURE & NOTARY PAGE TO FOLLOW

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

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires

Baldwin County Commission
1. Fairhope Brats & 2. Fairhope Courthouse, Typical



Photo 1: Fairhope Brats

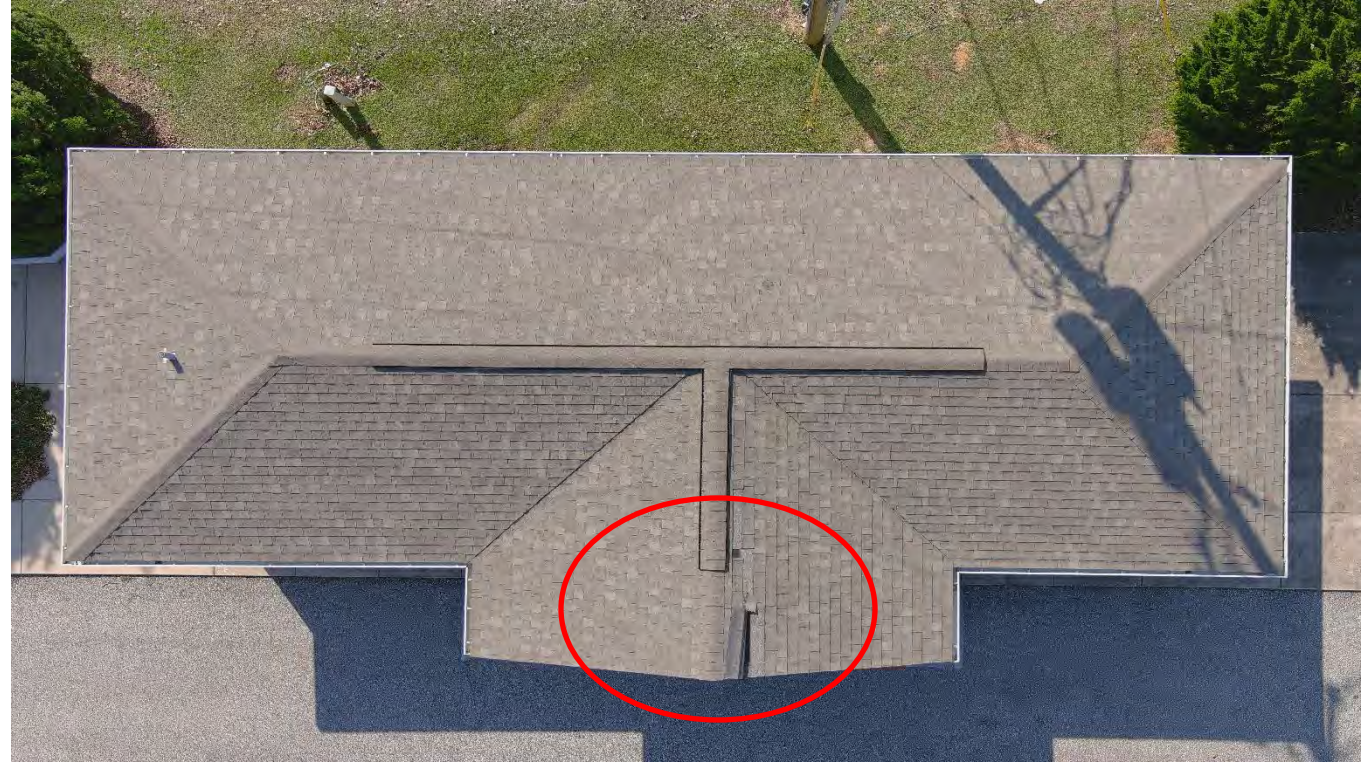


Photo 2: Fairhope Brats

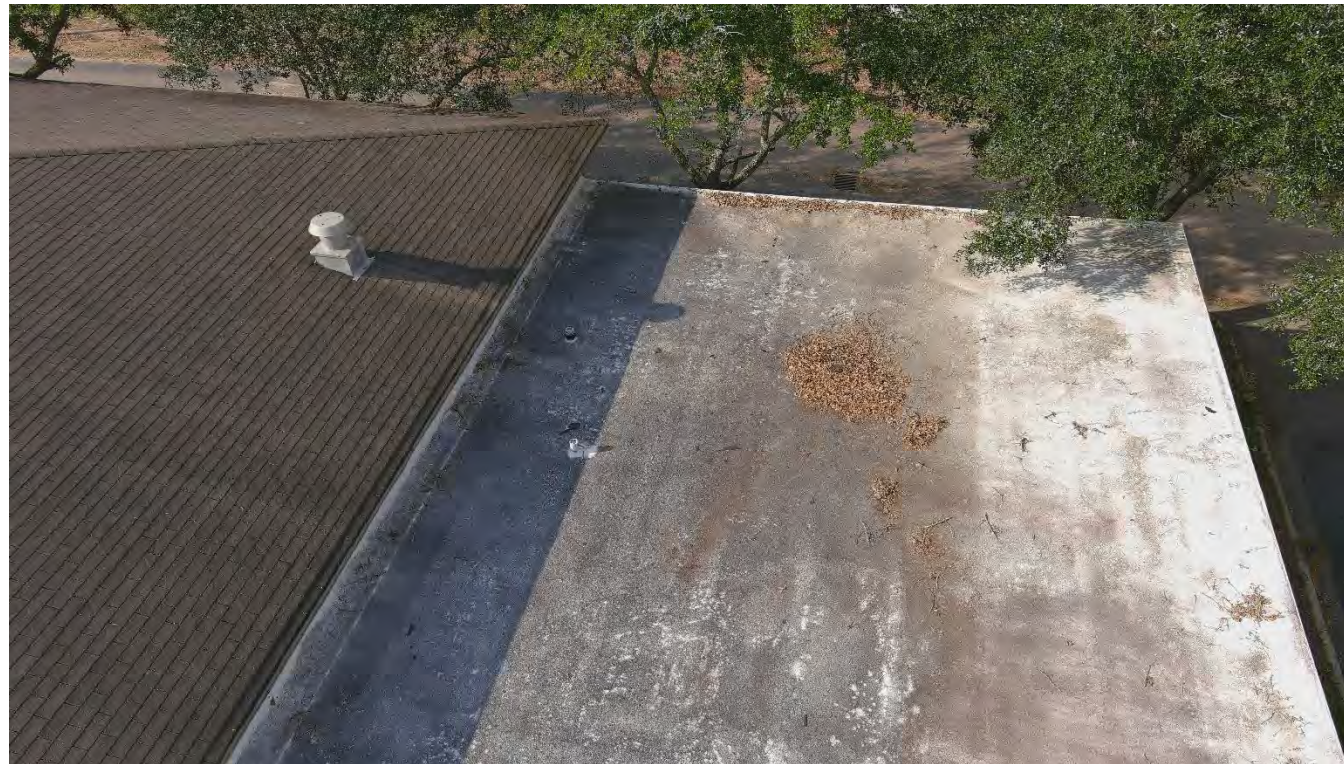


Photo 3: Fairhope Courthouse, Typical



Photo 4: Fairhope Courthouse, Typical

Baldwin County Commission
2. Fairhope Courthouse, Typical



Photo 3: Fairhope Courthouse, Typical



Photo 3: Fairhope Courthouse, Typical



Photo 3: Fairhope Courthouse, Typical



Photo 3: Fairhope Courthouse, Typical

Baldwin County Commission
2. Fairhope Courthouse, Typical



Photo 3: Fairhope Courthouse, Typical

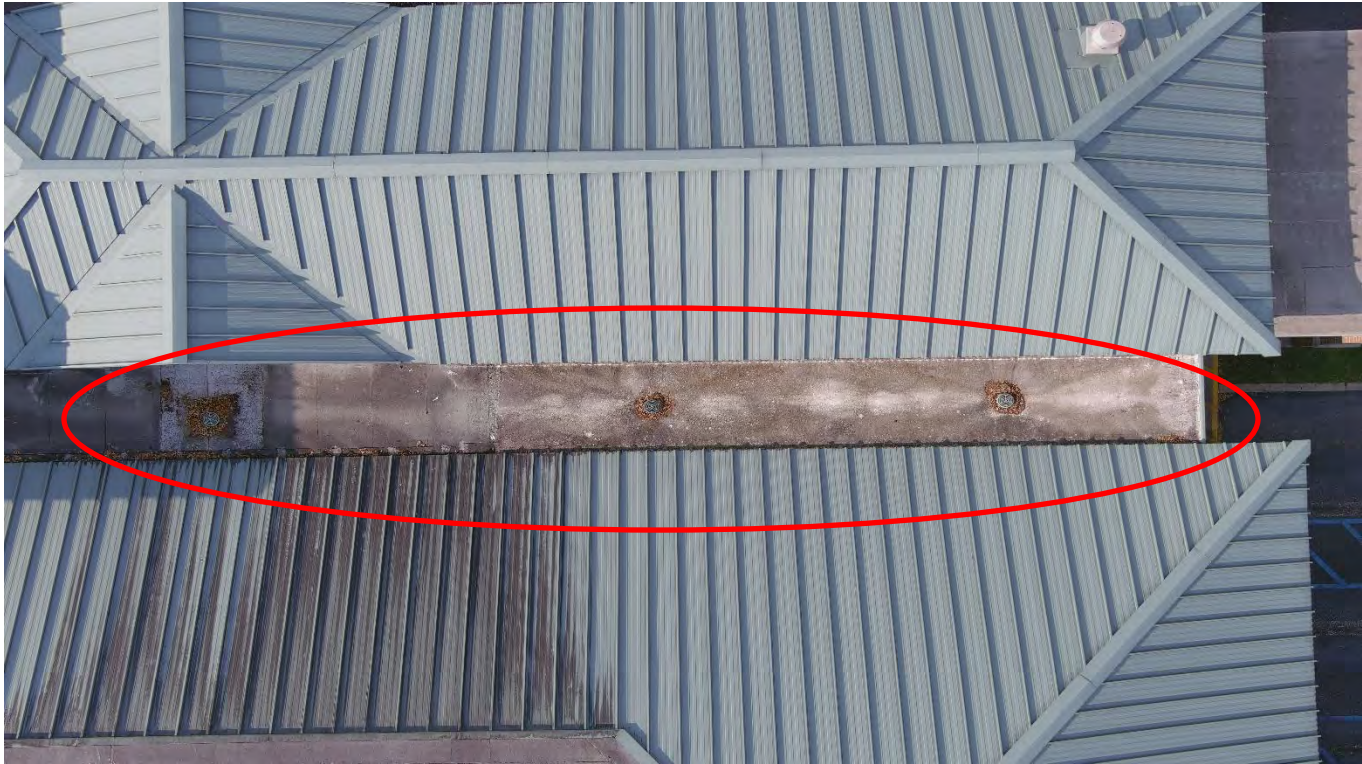


Photo 3: Fairhope Courthouse, Typical



Photo 3: Fairhope Courthouse, Typical



Photo 3: Fairhope Courthouse, Typical

Baldwin County Commission
2. Fairhope Courthouse, Typical & 3. Fairhope Courthouse, B



Photo 1: Fairhope Courthouse, Typical

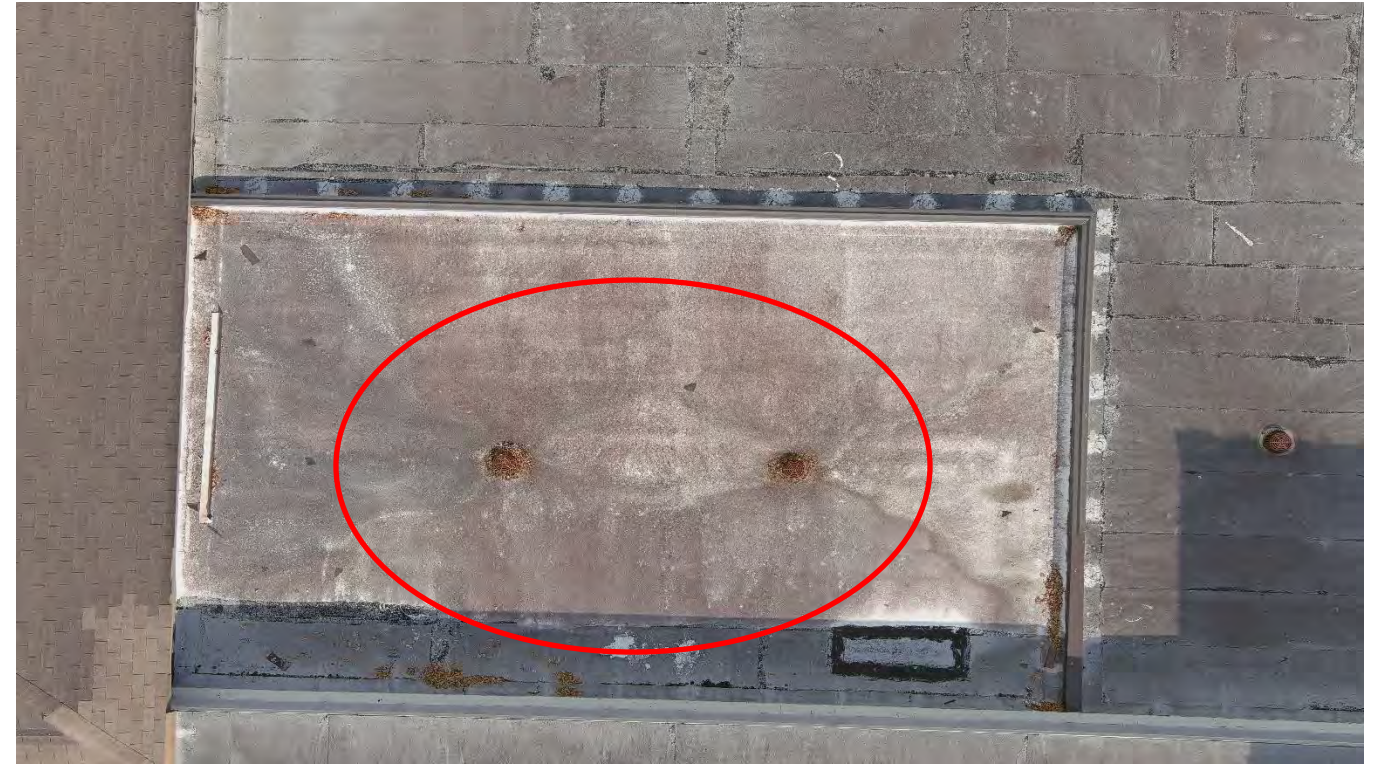


Photo 2: Fairhope Courthouse, Typical



Photo 3: Fairhope Courthouse, B



Photo 4: Fairhope Courthouse, B

Baldwin County Commission
4. Foley Area 300 & 5. Foley Courthouse



Photo 1: Foley Area 300



Photo 2: Foley Area 300



Photo 3: Foley Courthouse



Photo 4: Foley Courthouse

Baldwin County Commission
5. Foley Courthouse & 6. Animal Shelter Bldg. A



Photo 1: Foley Courthouse



Photo 2: Foley Courthouse



Photo 3: Animal Shelter Bldg. A



Photo 4: Animal Shelter Bldg. A

Baldwin County Commission
7. Animal Shelter Bldg. B



Photo 1: Animal Shelter Bldg. B



Photo 2: Animal Shelter Bldg. B

Baldwin County Commission
8. Annex I Robertsdale



Photo 3: Annex I Robertsdale



Photo 4: Annex I Robertsdale

Baldwin County Commission
9. Brats Robertsdale & 10. Sheriff's Office Robertsdale



Photo 1: Brats Robertsdale

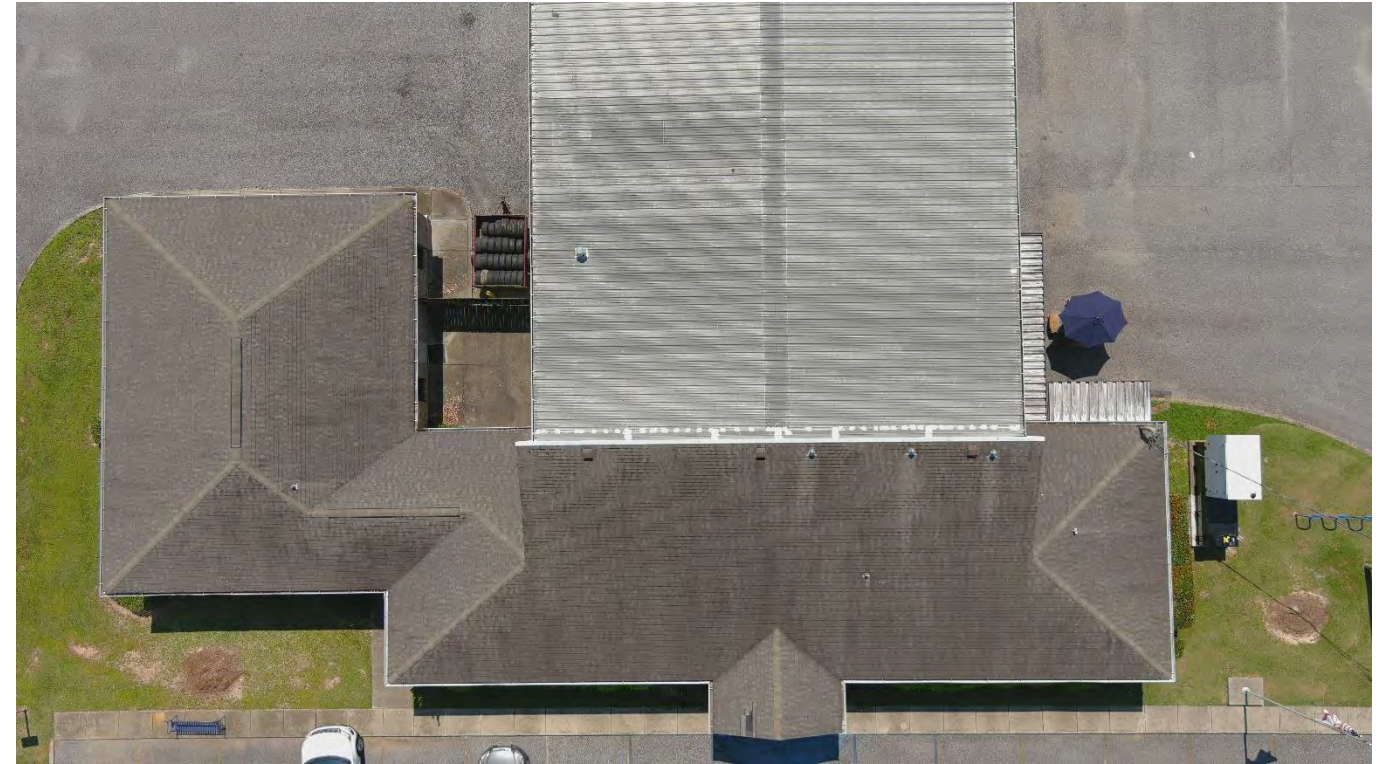


Photo 2: Brats Robertsdale



Photo 3: Sheriff's Office Robertsdale



Photo 4: Sheriff's Office Robertsdale

Baldwin County Commission
11. Area 200 Hwy Main Bldg & 12. Area 200 Sign Bldg



Photo 1: Commission 1 Silverhill



Photo 2 Commission 1 Silverhill



Photo 3: Commission 2 Silverhill



Photo 4: Commission 2 Silverhill

Baldwin County Commission
13. Annex 2 Old CIS & 14. Annex 1 Bay Minette



Photo 1: Annex 2 Old CIS



Photo 2: Annex 2 Old CIS



Photo 3: Annex 1 Bay Minette



Photo 4: Annex 1 Bay Minette

Baldwin County Commission
15. Auburn Extension & 16. BC Area 100 Hwy Bldg. A



Photo 1: Auburn Extension



Photo 2: Auburn Extension



Photo 1: BC Area 100 Hwy Bldg. A



Photo 2: BC Area 100 Hwy Bldg. A

Baldwin County Commission
17. BC Area 100 Hwy Bldg. B & 18. BC Area 100 Hwy Bldg. C



Photo 1: BC Area 100 Hwy Bldg. B



Photo 2: BC Area 100 Hwy Bldg. B



Photo 3: BC Area 100 Hwy Bldg. C



Photo 4: BC Area 100 Hwy Bldg. C

Baldwin County Commission
19. Comm. At Admin.



Photo 1: Comm. at Admin.



Photo 2: Comm. at Admin.

Baldwin County Commission
20. Legislation/ Delegation Bldg. & 21. Revenue BM Bldg.



Photo 1: Legislation/ Delegation Bldg; deck damage.



Photo 2: Legislation/ Delegation Bldg.



Photo 3: Revenue BM Bldg.



Photo 4: Revenue BM Bldg.

Baldwin County Commission
22. Transfer Station Scales & 23. Bicentennial Park Church



Photo 1: Transfer Station Scales



Photo 2: Transfer Station Scales



Photo 1: Bicentennial Park Church



Photo 2: Bicentennial Park Church

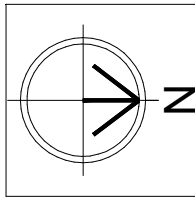
Baldwin County Commission
24. Little Red School House



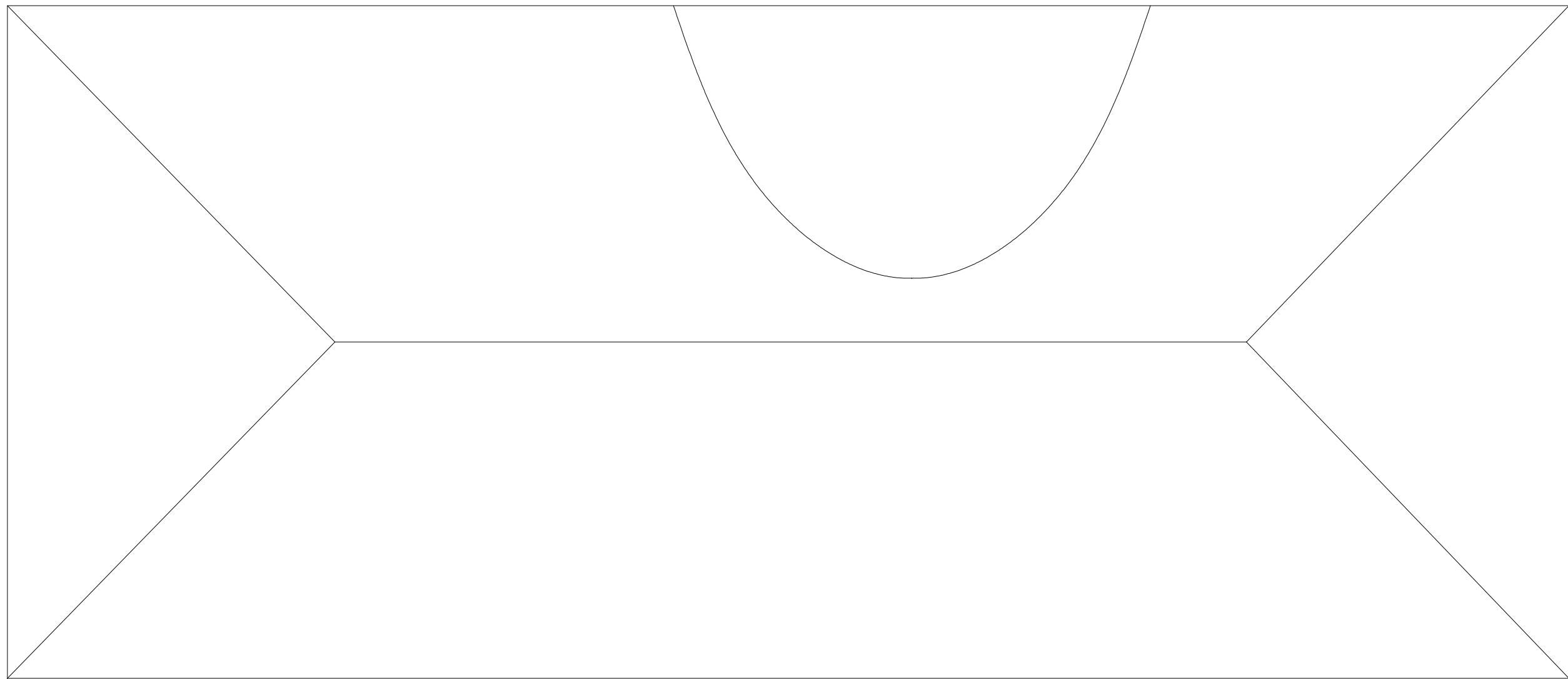
Photo 1: Little Red School House



Photo 2: Little Red School House

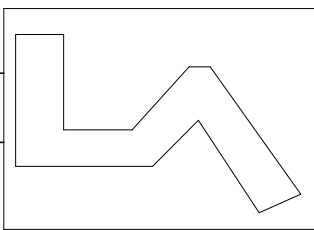


59'-9"



138'-9"

A FAIRHOPE COURTHOUSE ROOF B
1.1 SCALE: 3/32" = 1'0"



LA RESEARCH AND ENGINEERING

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

FAIRHOPE COURTHOUSE ROOF B
1100 FAIRHOPE AVE,
FAIRHOPE, AL 36532

DRAWN: L.A.

CHECKED

AML

DATE

03/24/2021

SCALE

3/32"=1'0"

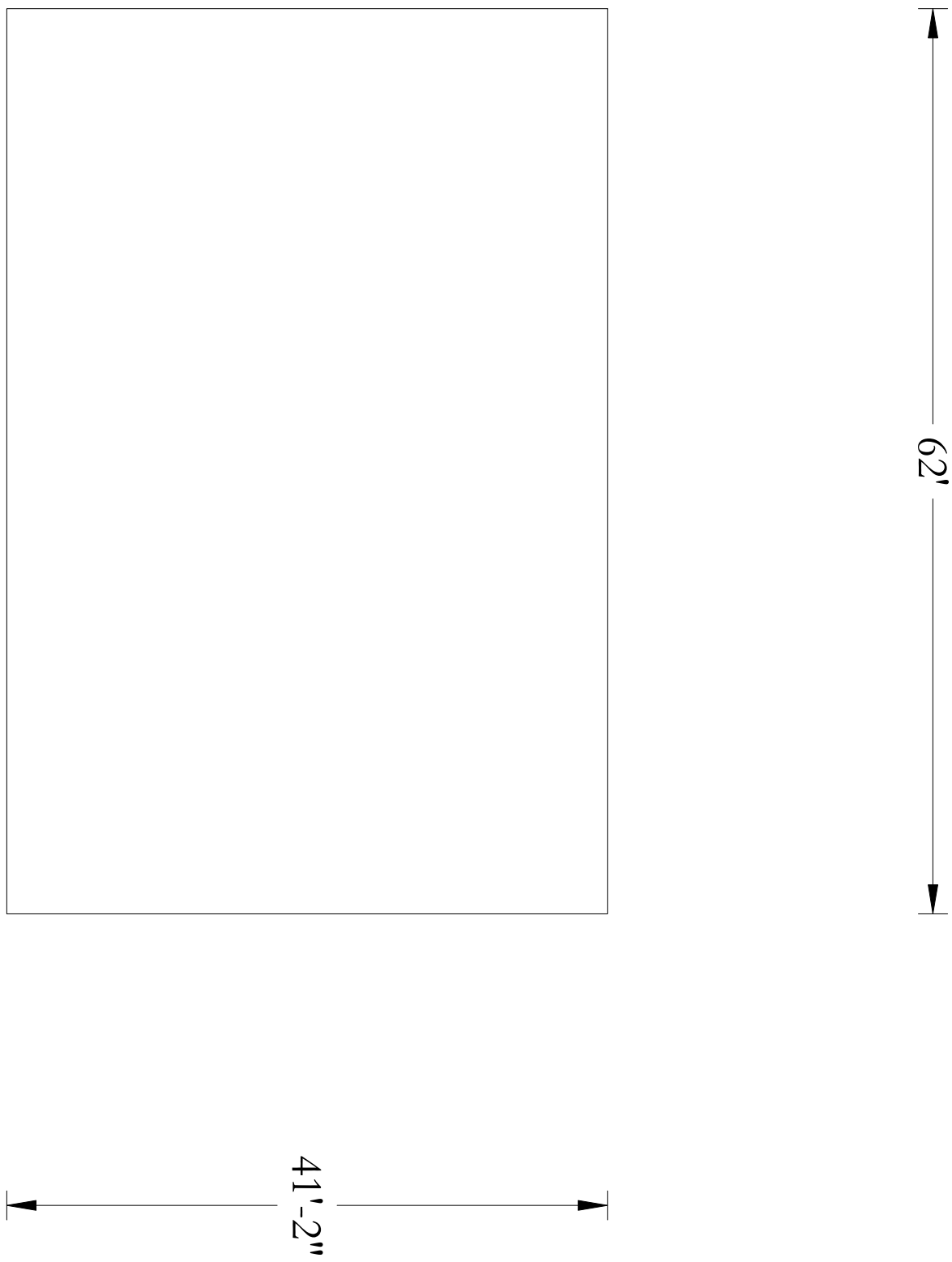
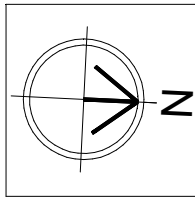
JOB #:

N/A

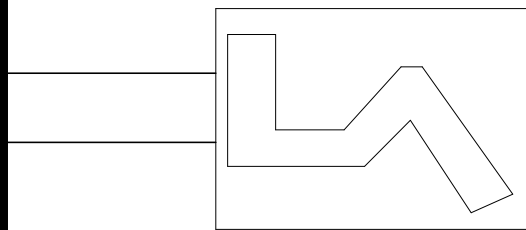
SHEET

A-1

OF 1-OF-11 SHEETS



A BC AREA 100 HWY BLDG A
1.1 SCALE: 3/32" = 1'0"



LA RESEARCH AND ENGINEERING

5815 I-10 INDUSTRIAL PARKWAY SOUTH
THEODORE, AL 36582
PH: 251.633.9009 FX: 251.633-5803

BC AREA 100 HWY BLDG A
203 DICKMAN RD
BAY MINETTE, AL 36507

DRAWN
T.A.

CHECKED
A.M.

DATE
03/24/2021

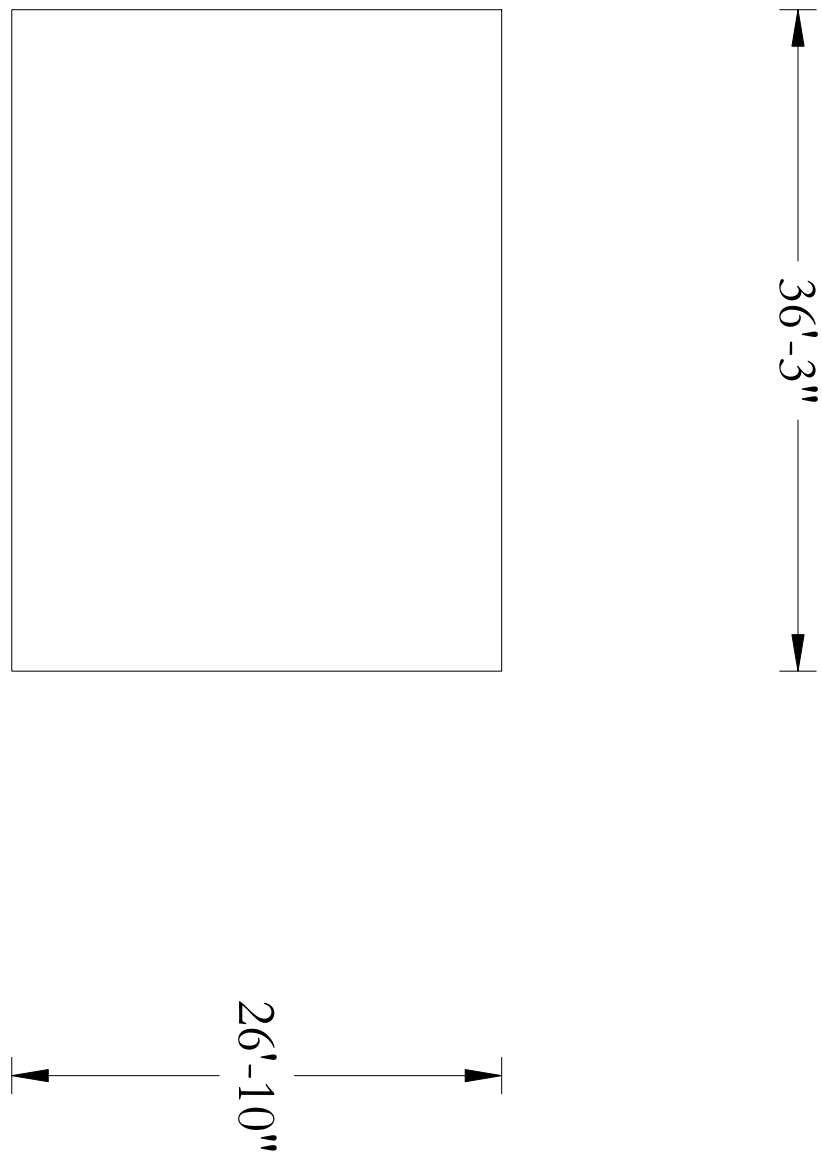
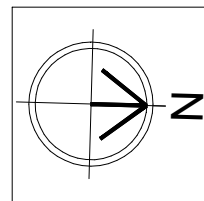
SCALE
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JOB #:
N/A

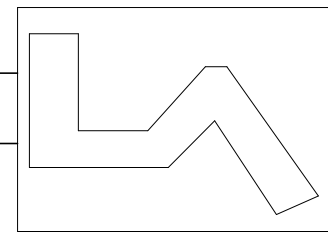
SHEET

A-1

OF 1-OF-11 SHEETS



A BC AREA 100 HWY BLDG B
1.1 SCALE: 3/32" = 1'0"



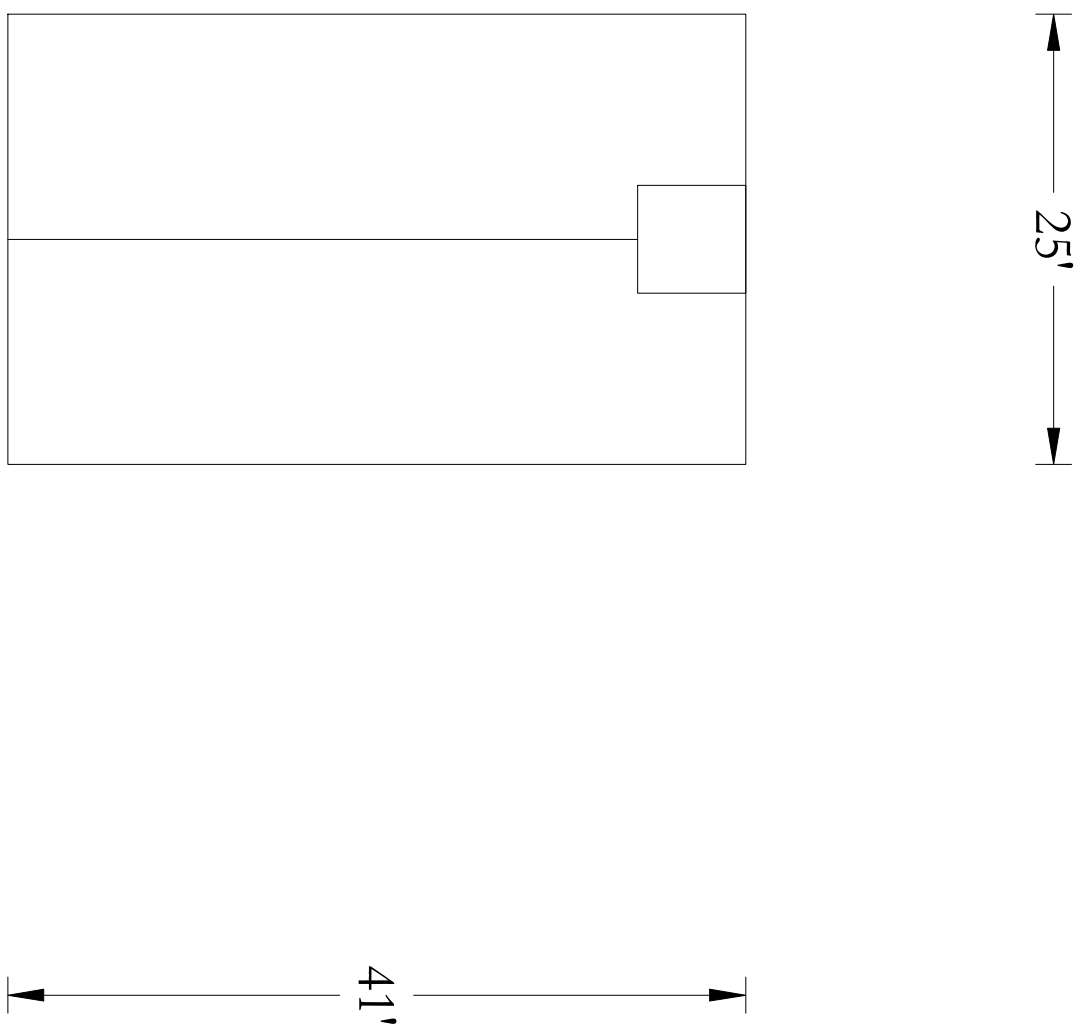
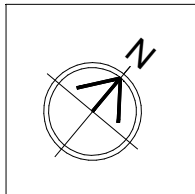
LA RESEARCH AND ENGINEERING

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

BC AREA 100 HWY BLDG B
203 DICKMAN RD
BAY MINETTE, AL 36507

DRAWN
L.A.
CHECKED
A.M.
DATE
08/24/2021
SCALE
3/32"=1'0"
JOB #:
N/A
SHEET

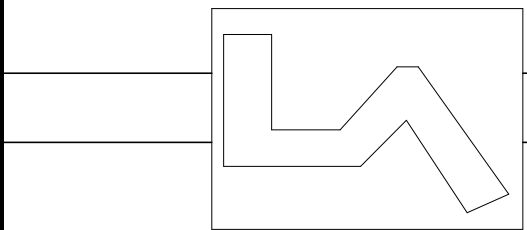
A-1



A BICENTENNIAL PARK CHURCH
1.1 SCALE: 3/32" = 1'0"

LA RESEARCH AND ENGINEERING

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

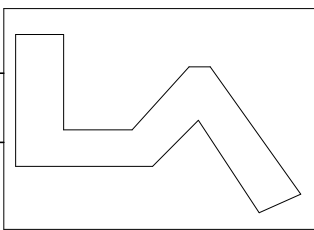
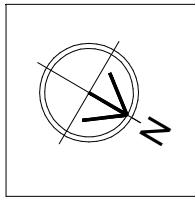


BICENTENNIAL PARK CHURCH
51233 HIGHWAY 225
STOCKTON, AL 36579

DRAWN	J.A.
CHECKED	AMC.
DATE	03/24/2021
SCALE	3/32"=1'0"
JOB #:	N/A
SHEET	

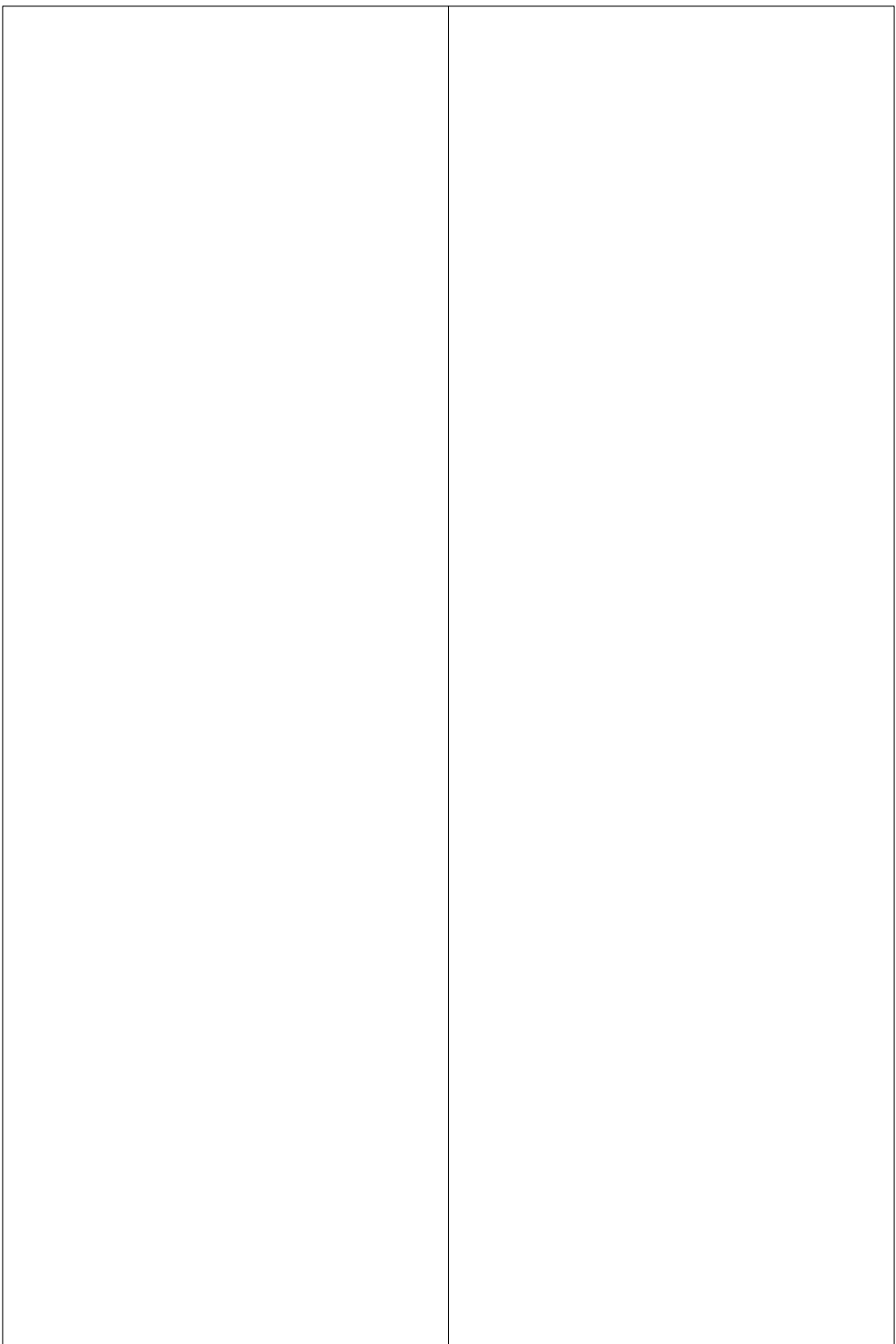
A-1

OF 1-OF-11 SHEETS



LA RESEARCH AND ENGINEERING

5815 I-10 INDUSTRIAL PARKWAY SOUTH
THEODORE, AL 36582
PH: 251.633.9009 FX: 251.633-5803



80'-5"

53'-6"

LEGISLATION/DELEGATION BLDG
203 OAK ST
BAY MINETTE, AL 36507

A
1.1 LEGISLATION/DELEGATION BLDG
SCALE: 3/32" = 1'0"

DRAWN

L.A.

CHECKED

AMC

DATE

03/24/2021

SCALE

3/32"=1'0"

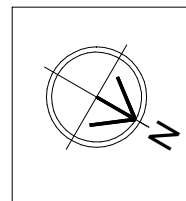
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N/A

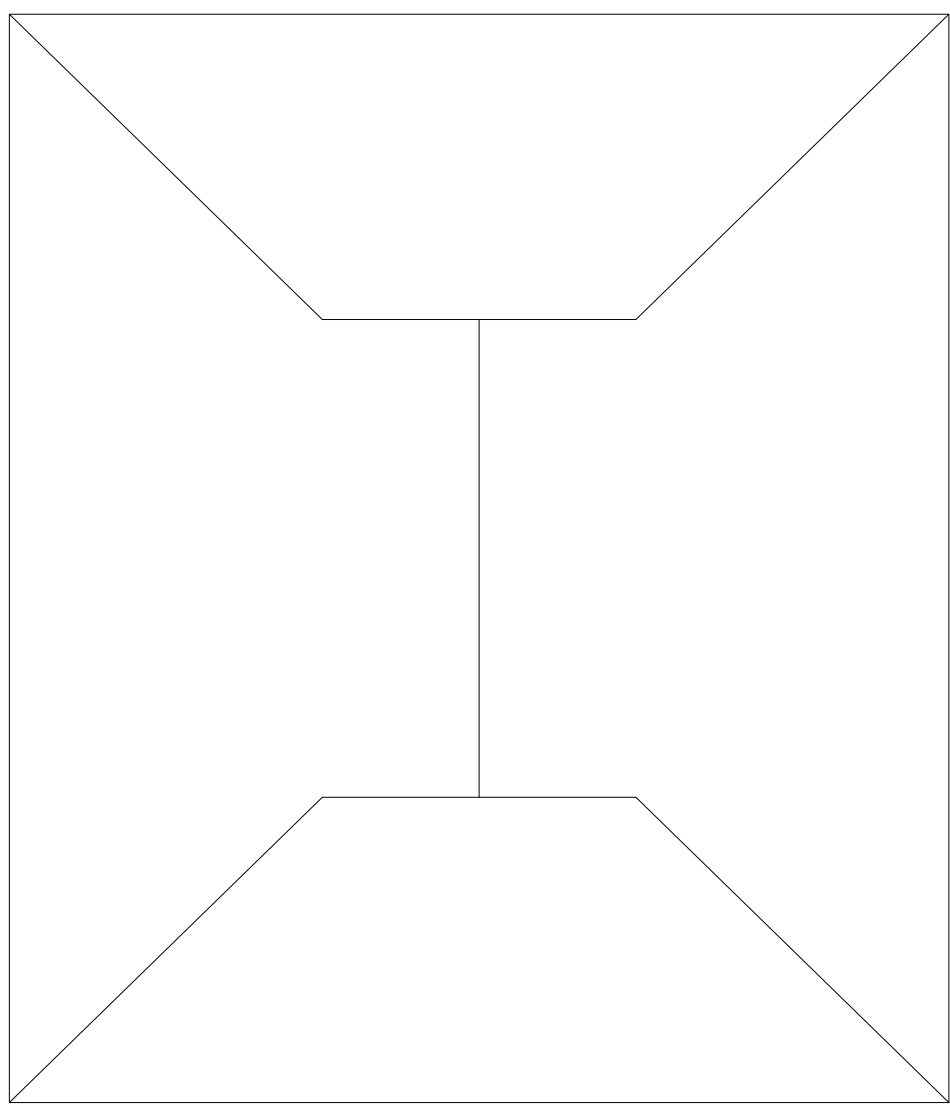
SHEET

A-1

OF 1-OF-11 SHEETS

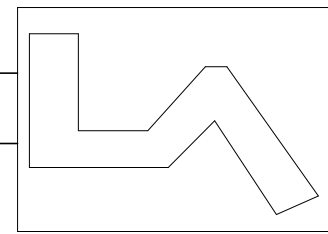


59'-8"



51'-6"

A MAGNOLIA ANIMAL SHELTER BLDG A
1.1 SCALE: 3/32" = 1'0"



LA RESEARCH AND ENGINEERING

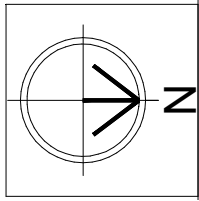
5815 I-10 INDUSTRIAL PARKWAY SOUTH
THEODORE, AL 36582
PH: 251.653.9009 FX: 251.653-5803

MAGNOLIA ANIMAL SHELTER BLDG A
15050 COUNTY RD 49
SUMMERDALE, AL 36580

DRAWN L.A.
CHECKED A.M.
DATE 08/24/2021
SCALE 3/32"=1'0"
JOB #: N/A
SHEET

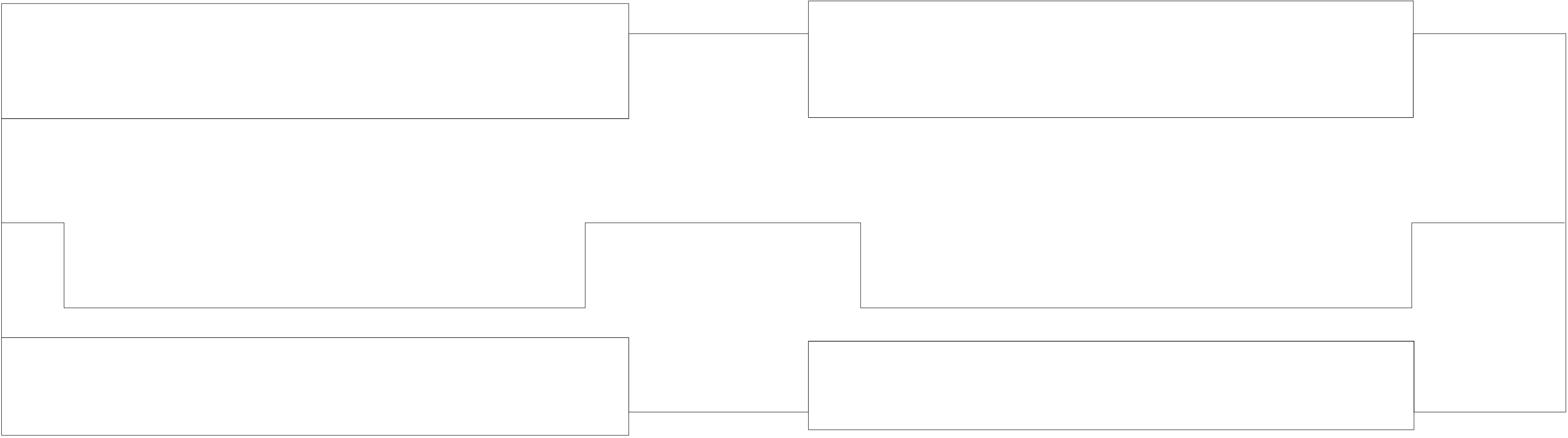
A-1

OF 1-OF-11 SHEETS



54'-8"

199'-3"



A MAGNOLIA ANIMAL SHELTER BLDG B
1.1 SCALE: 3/32" = 1'0"

DRAWN
T.A.

CHECKED

AML

DATE

03/24/2021

SCALE

3/32"=1'0"

JOB #:

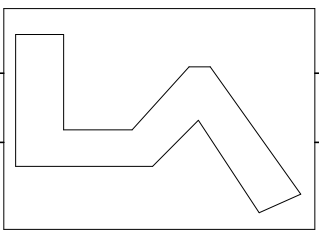
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SHEET

A-1

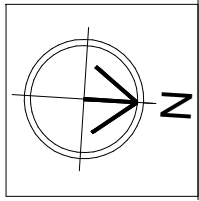
OF 1-OF-11 SHEETS

MAGNOLIA ANIMAL SHELTER BLDG B
15050 COUNTY RD 49
SUMMERDALE, AL 36580



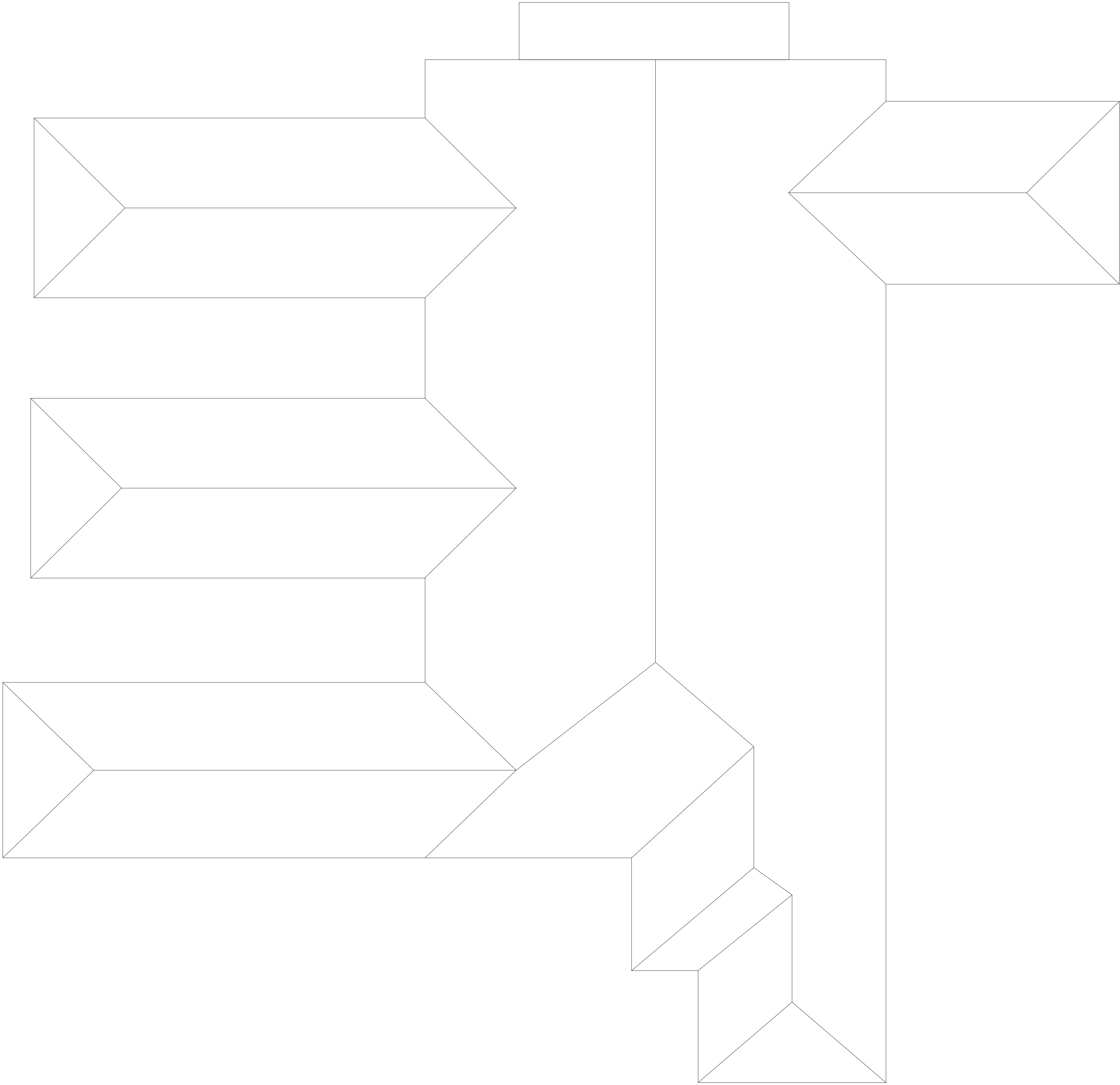
LA RESEARCH AND ENGINEERING

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



191'-4"

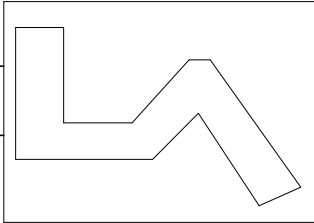
208'-10"



A REVENUE BM
1.1 SCALE: 3/32" = 1'0"

LA RESEARCH AND ENGINEERING

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



REVENUE BC
1705 S. HWY 31
BAY MINETTE, AL 36507

DRAWN
T.A.

CHECKED
A.M.

DATE
03/24/2021

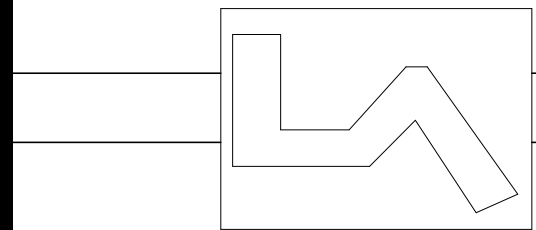
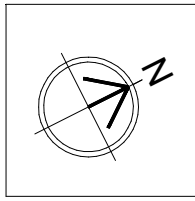
SCALE
3/32"=1'0"

JOB #:
N/A

SHEET

A-1

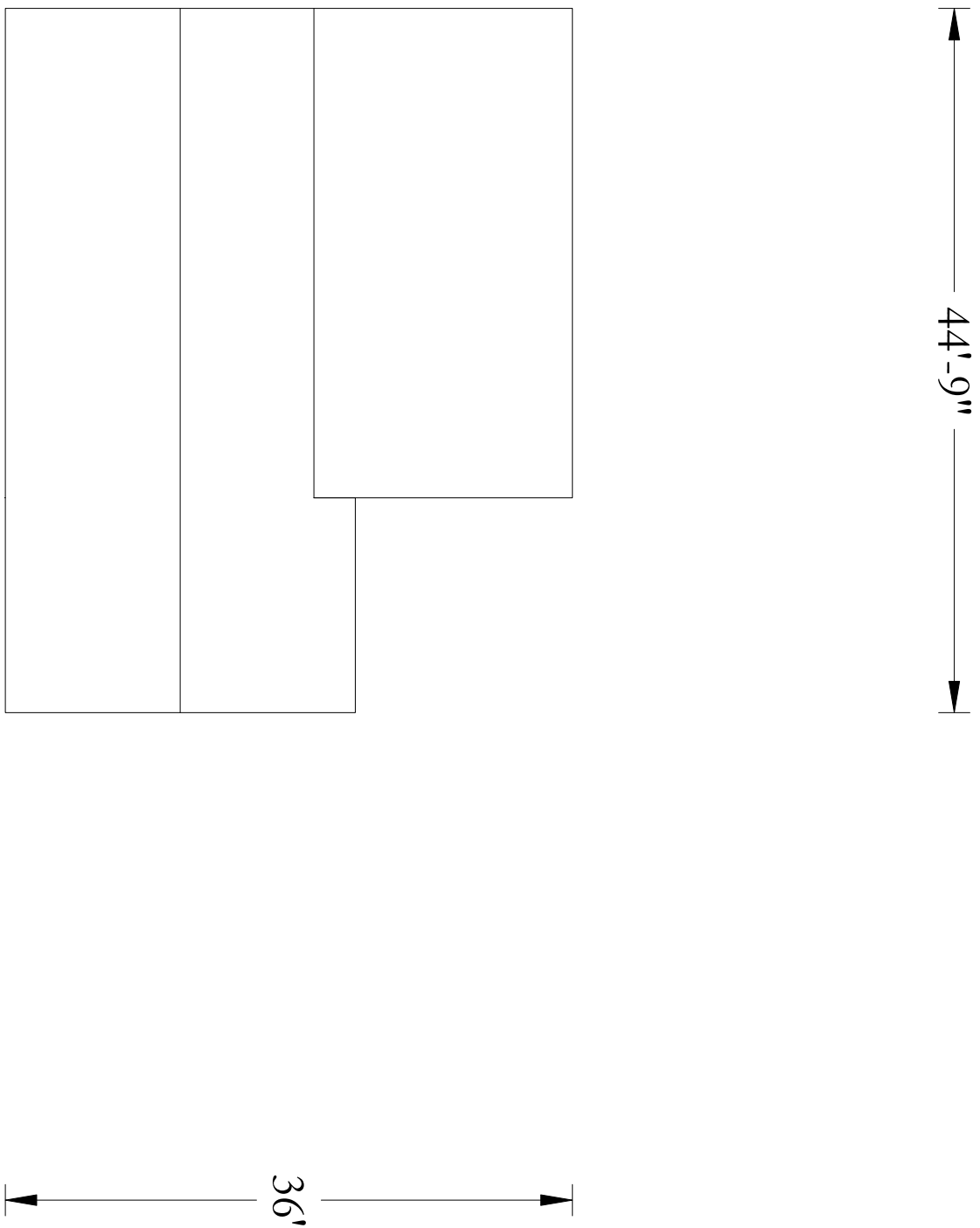
OF 1-OF-11 SHEETS



LA RESEARCH AND ENGINEERING

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

TRANSFER STATION SCALES BLDG
43205 NICHOLSVILLE RD
BAY MINETTE, AL 36507



1.1 A TRANSFER STATION SCALES
SCALE: 3/32" = 1'0"

DRAWN
T.A.

CHECKED

DATE

03/24/2021

SCALE

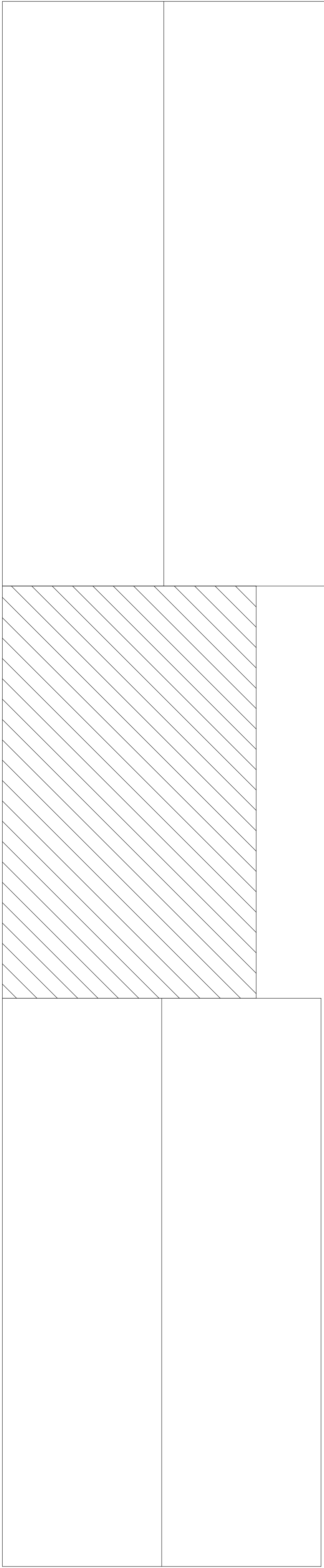
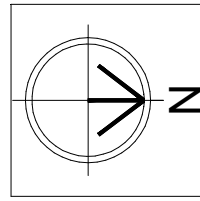
3/32"=1'0"

JOB #:

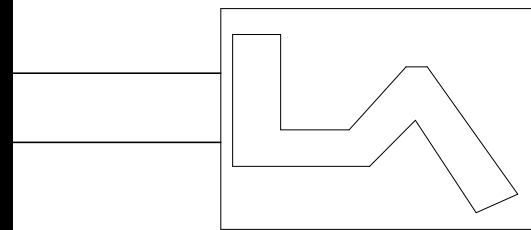
N/A

SHEET

A-1



A
1.1 AREA 200 SIGN BLDG
SCALE: 3/32" = 1'0"



LA RESEARCH AND ENGINEERING

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

AREA 200 SIGN BLDG
22220 WEST BLVD
SILVERHILL, AL 36576

DRAWN T.A.
CHECKED A.M.
DATE 03/24/2021
SCALE 3/32"=1'0"
JOB #: N/A
SHEET

A-1

OF 1-OF-11 SHEETS



Baldwin County Commission

Agenda Action Form

File #: 21-0755, Version: 1

Item #: BE5

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator/Engineer,
Matt Yonge, H. M. Yonge & Associates, Inc.

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-26 - Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama, 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 Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama, 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: The current plumbing system in the Baldwin County Courthouse is in need of upgrades. The current system is old and leaks in numerous areas. Funding for this project will come from the Building Maintenance budget. 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: 04/20/2021

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 #WG21-26 SPECIFICATIONS

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.

Bidders shall give a Lump Sum price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to installation, materials, labor, etc.

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

All workmen, materials, labor and equipment shall be furnished by the Contractor.

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

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

AWARD

Award will be made to the lowest responsible bidders meeting specifications. Quality, conformity with specifications, service and experience are among the factors that will be considered in determining the responsive bidder.

BIDDER QUALIFICATIONS

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

“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction

of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

TIME OF COMPLETION

Work shall begin within **fifteen (15)** days after Notice to Proceed, unless otherwise notified.

Project must be completed within **one hundred twenty (120) days** of notification to proceed. Unless work is hampered by long periods by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor.

PERFORMANCE BOND

A performance bond in the form and terms approved by the County in an amount not less than 100% of the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the County, at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications.

Bidder(s) must have Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case an class of employees engaged in hazardous work on the project under this contract is not protected

under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors, and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$500,000. Combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, it's departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractor to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

PROTECTION

The contractor will control all water leaks during the replacement of the system to prevent any damage to the fire alarm, water heaters and the contents of the building. **The building must remain dry at all times.**

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The Contact person for the Baldwin County Commission will be the project Engineer, Matt Yonge, at (251) 690-7446. Bid documents may be requested from H. M. Yonge & Associates, Inc., 253 St. Anthony Street, Mobile, Alabama, 36603. A deposit of \$50.00 is required per set, all of which is non-refundable.

SCOPE OF WORK

All workmen, materials, labor and equipment shall be furnished by the Contractor.

Work shall be performed Monday through Friday, with any shutdowns to be done on weekends.

The Contractor shall visit the job site during the Pre-Bid Conference and plan the work as to be performed, to make a complete system. A project Completion Time must be indicated on the Bid Response Form.

Owner has salvage rights to all material taken out of building.

All workmanship performed under this section shall be executed in a first-class manner in accordance with the best practices of the trade. The Baldwin County Commission has the right to accept or reject workmanship and determine when the contractor has complied with the requirements herein specified.

Only competent mechanics skilled in their respective trades shall be employed by the Contractor. All work shall be performed with up-to-date local codes. All bidders should check with local utility companies prior to starting work and upon project completion.

SECTION 01030 – DESCRIPTION OF WORK AND PHASING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This project is for the installation of new sanitary waste piping and new domestic water distribution piping. Piping is to primarily be installed in the crawl space beneath the first floor. However, piping shall be installed exterior of the building for connection to the respective utility systems. Existing waste and domestic water piping shall be removed to the greatest extent possible and otherwise, abandoned in place.

Work to be accomplished on the first floor shall be as required for the existing fixtures to be disconnected from the existing utility systems and reconnected to the new utility systems. Finish wall work, including tile and painting, are required of this project.

1.2 DESCRIPTION OF PHASING PLAN

- A. This project shall commence once a contract has been awarded. It is intended work shall proceed through completion without delays. However, coordination of construction work shall be required with Baldwin County subject to particular use of the building as a Court House. The building shall remain functional throughout construction. The construction period for this project shall be 120 days from the date of notice to proceed.

END OF SECTION 01030

SECTION 15100 - GENERAL REQUIREMENTS FOR MECHANICAL WORK

PART 1 - GENERAL

1.1 GENERAL SCOPE OF WORK

- A. This project is for the replacement of the sanitary sewer and domestic water system in the crawl space of the Baldwin County Courthouse. It is intended that the identified equipment shall be installed new to ensure complete and functional systems. In particular, equipment in this scope of work shall include, but is not limited to:

Sanitary Waste Piping
Domestic Water Piping
Insulation

- B. The contract drawings specifically describe the work required for each utility system. The contract specifications specifically describe the products to be provided. All documents shall serve as an integral part of the other and be considered as one. Any conflicts between these documents shall be resolved prior to bidding. It is expected the worst-case description (i.e.-more expensive, higher quantity) shall take precedence in the event of a discrepancy.

1.2 GENERAL REQUIREMENTS

- A. Scope of Section: Include all materials, equipment, and labor necessary for complete and properly functioning plumbing installations in accordance with local and state codes, contract drawings and as specified in all 15000 series of these specifications.

1.3 DRAWINGS

- A. Plumbing drawings indicate the general arrangement and extent of work. Exact locations and arrangements of materials and equipment shall be determined in the field prior to beginning any work to conform in the best possible manner with the surroundings and with the adjoining work of other trades. References to locations of piping, devices or fixtures shall be verified in the field with actual dimensions and **not** by scaling drawings.

1.4 COORDINATION OF WORK

- A. Prior to installation, coordinate all work with work of other trades and with field conditions in sufficient detail to preclude interferences between the work of different trades and to insure necessary clearances at equipment and plumbing fixtures. Work requiring necessarily fixed locations such as graded

pipng shall take precedence over work not requiring such fixed locations and shall establish permissible routing of services associated with the latter. Should work be performed without adequate coordination so that interferences occur between work of different trades, Contractor shall eliminate such interferences by requiring necessary rework by the trades involved. Such rework shall meet approval of Engineer and shall incur no additional cost to Owner.

- B. The Contractor shall coordinate the contract drawings and specifications for all other trades and shall report any discrepancies between them to the Engineer and obtain from him written instructions for changes necessary in the mechanical or electrical work. All work shall be installed in cooperation with all other trades. Before installation, the Contractor shall make proper provision to avoid interferences in a manner approved by the Engineer. All changes required in the work of the Contractor due to his neglect shall be corrected by the Contractor at his own expense.

1.5 CODES, PERMITS, TAXES

- A. Governing Law: Work shall meet requirements of applicable codes, ordinances, rules and regulations, in effect at time of signing contract of anybody or bodies having jurisdiction, including utilities.
- B. The Contractor shall comply with all county, district, municipal, or local building codes, interpretations, buildings permit to include but not be limited to the latest editions of:

International Building Code – 2015
International Plumbing Code – 2015
International Mechanical Code – 2015
Local Municipal Codes

- C. The Contractor shall obtain and pay for all required permits, inspections, and certificates of inspection. Certificates of inspection shall be delivered to the Architect/Engineer/Owner upon completion of the job.
- D. Correction of Work: Work done contrary to above requirements shall be corrected at no additional cost to Owner.
- E. Permits, Fees and Taxes: Refer to "General Conditions". Secure and pay for all necessary permits, inspections, licenses, meters, connections, etc. that may be required; pay all required taxes. Owner shall pay any environmental impact fee incurred. Certificates of inspection shall be delivered to Architect/Engineer upon completion of project.

1.6 DISCREPANCIES

- A. In case of differences between drawings and specifications, or where drawings and/or specifications are not clear or definite, the subject shall be referred to Engineer for clarification and instructions. Such items should be directed to Engineer prior to taking bids.

1.7 SUBMITTALS

- A. Material List: Within fifteen (15) days of award of contract, Contractor submit a complete list of materials to be provided for the mechanical work. List shall include manufacturer's name and catalog number or series for each item on list.
- B. Shop Drawings: Before commencing work, submit drawings of all mechanical materials and equipment to be furnished under this contract. In addition, submit other drawings or diagrams, dimensioned and in correct scale to clarify the work intended to show its relationship to adjacent work or work of other trades. Drawings shall clearly indicate all characteristics, special modifications or features, and exceptions to or deviations from contract requirements.
- C. Samples: Submit samples of materials upon request for approved substitutions and as listed elsewhere herein. Samples shall duplicate materials, workmanship, and finish of products intended for installation.

1.8 INSTRUCTIONS

- A. Personnel: After completion of installation, competent personnel shall be furnished to instruct Owner's personnel in maintenance of systems.
- B. Written: Furnish three (3) copies of instructions for source of supply shall be identified for each item of equipment. Furnish in loose leaf hardboard 3-ring binders to Engineer (for delivery to Owner).

1.9 FINAL CHECK

- A. Before submitting proposals, each bidder shall examine all drawings and specifications issued by the Engineer and shall examine the site of work. He shall be fully informed as to character of his work and coordination of his work with that of other trades. No consideration will be given at a later date for alleged misunderstandings as to requirements of work, materials to be furnished or conditions required by nature of site.

1.10 FOUNDATIONS

- A. The Contractor shall furnish all special foundations and supports for equipment which he installs, and which are separate and distinct from building construction as shown by Engineer's drawings. Support equipment from building structures in a manner acceptable to the Engineer.

1.11 SAFETY PROVISIONS

- A. Belt, pulleys, chains, gears, couplings, projecting set screws, keys and other rotating parts located so that any person may come in close proximity thereto, shall be fully enclosed or properly guarded.

1.12 RELATED WORK

The following items of material and labor incidental to or related to the work will be provided as follows:

- A. Cutting and patching of existing building structure for location of pipes, equipment, etc., shall be provided by this Contractor. Patching and finishes shall be performed by affected trades.
- B. All exposed metal work shall be coated or painted with a corrosion resistant material. Coordinate procedure and color with Architect.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Quality: Conform to the quality and features specified and indicated on drawings. Where material or equipment is indicated or necessary, but not specifically described in the specifications or drawings, such shall conform to the quality and features of similar items so described or otherwise indicated.

2.2 SLEEVES

- A. Pipe Sleeves: Walls and Partitions: Sleeves 8" Diameter and Smaller (Above Grade): Mild steel or plastic built into wall, partition or beam sized to pass pipe and covering, leaving a clear space of 1/4" minimum between covering and sleeves.

2.3 MARKING OF PIPING

- A. Marking: Pipes: All utility piping shall be stenciled with name of service to indicate the use of pipe and with arrows to indicate direction of flow. Stencils shall be applied after final painting is completed. In lieu of stencils, pipe

identification labels similar to "Brady" may be used. Bands shall be color coded. Markings shall be in accordance with ANSI Standard A-12.1.

PART 3 – EXECUTION

3.1 PLUMBING

- A. Reference Plumbing Specifications, Section 15400, for additional information.

END OF SECTION 15100

SECTION 15400 - PLUMBING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work to be performed under this section of the Specification shall include all labor, materials, equipment, transportation, construction, facilities, and incidentals necessary for the proper execution and completion of all Plumbing work as shown and indicated on the Contract Drawings, and/or specified herein with the intent that the installation shall be complete in every respect and ready for use.

1.2 GUARANTEE

- A. All materials and equipment provided and/or installed under this section of the specifications shall be guaranteed for a period of one year from the date of acceptance of the work by the Owner. Should any trouble develop during this period due to defective materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct the trouble without any cost to the Owner.

1.3 CODES AND REGULATIONS

- A. All work performed under this section shall conform with all local governing regulations, and in case of conflicting requirements, the most stringent shall apply. Minimum requirements shall be the International Plumbing Code. All electrically operated equipment specified in this section shall comply with the National Electrical Code.
- B. Should it be found that any part of the work shown or specified is not in accordance with local regulations, the Architect shall be so advised at the time of bidding and all work installed as required to meet the local codes.
- C. The Contractor shall comply with the latest revisions of all county, district, municipal, or local building codes, interpretations, buildings permit to include but not be limited to:

International Building Code – 2015
International Mechanical Code – 2015
International Plumbing Code – 2015
Local Municipal Codes

1.4 FEES AND PERMITS

- A. The Plumbing Contractor shall obtain and pay for all permits, fees for inspection, and other charges that may be necessary for fully completing the work. The Plumbing Subcontractor shall make all necessary tests required by City, County, or State authorities, legal regulations, and/or the Engineer, and return to the Engineer any certificates of approval issued in this district for plumbing work, etc. signed by the inspector in charge of each particular part of the work.

1.5 RESPONSIBILITY OF BIDDER

- A. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to the construction requirements so that he may fully understand the facilities, difficulties and restrictions contingent upon the execution of the work under this contract. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve any bidder from his obligations with respect to his bid or the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph and that he has included in his proposal every item of cost necessary for a complete installation of plumbing operations strictly as planned, specified, and intended.

1.6 PIPING

- A. Provide pipe sleeves through masonry construction and install escutcheon plates around exposed piping in all rooms.
- B. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV with Schedule 80 PVC-DWV fittings in accordance with Commercial Standards CS272-65 or ASTM Standards D2665-68.
- C. Piping within walls and below grade shall be Schedule 40 PVC-DWV in accordance with Commercial Standards CS272-65 or ASTM Standards D2665-68.
- D. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.
- E. Above slab cold water and hot water riser and main distribution piping shall be Type "L" hard copper with sweated joints, using wrought fittings and non-corrosive flux. Below slab cold and hot water distribution piping shall be type "K" soft copper tubing. Above slab cold water and hot water branch piping to be Uponor AquaPEX Grade A crosslinked polyethylene (ASTM F876 and F877). Above slab branch piping fittings and flexible fixture connections to be Uponor ProPEX and comply with ASTM 876 and ASTM F877). Multiport

tees and elbows to comply with ASTM F877 with ASTM F1960 inlets and outlets. Multiple-outlet assembly manifolds to be Uponor and comply with ASTM F1960. Type L copper branch manifold outlets and valve outlets to be lead-free brass.

1.7 PIPE SUPPORT

- A. Hangers: Support all suspended piping with clevis type hangers equal to Grinnell #260, 5'-0" o.c. Architect shall approve all methods of attachment of hangers to construction. Hangers in contact with copper piping shall be copper, or copper plated.
- B. Vertical Support: Steel bar base clamped to pipe or grip strut channel with offset clamps. Support members to be of same material as supported material where possible.

1.8 PIPING PLACEMENT

- A. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.
- B. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.
- C. Soil Pipe: Support to firm earth exterior of the building.
 - 1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.
 - 2. Connections to vertical soil pipe from all connections in horizontal soil pipe to be made by "Y" fittings.
 - 3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined.
- D. Vent Pipes:
 - 1. Main soil pipe stacks extended up through the building full size are existing and shall remain.
 - 2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.
 - 3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.
- E. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.

1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.
2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.
3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

PART 2 - PRODUCTS

2.1 WATER PIPING

- A. All riser and main distribution water piping, unless otherwise shown or specified shall be copper pipe Type L or K as specified having a wall thickness of not less than .035 inches. It shall be clean, round, straight, and true to size, free from flaws and other defects.
- B. All fittings on copper pipe shall be copper. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then soldered with lead free solder.
- C. Above slab cold water and hot water riser and main distribution piping shall be Type "L" hard copper with sweated joints, using wrought fittings and non-corrosive flux. Below slab cold water distribution piping shall be type "K" soft copper tubing. Above slab cold water and hot water branch piping to be Uponor AquaPEX Grade A crosslinked polyethylene (ASTM F876 and F877). Above slab branch piping fittings and flexible fixture connections to be Uponor ProPEX and comply with ASTM 876 and ASTM F877). Multiport tees and elbows to comply with ASTM F877 with ASTM F1960 inlets and outlets. Multiple-outlet assembly manifolds to be Uponor and comply with ASTM F1960. Type L copper branch manifold outlets and valve outlets to be lead-free brass.

2.2 UNIONS

- A. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.
- B. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.
- C. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.
- D. Unions connecting dissimilar metals shall be dielectric type.

2.3 VALVES AND COCKS

- A. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.
- B. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.
- C. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:
 - 1. Gate valves 1/2" to 3" = S-111.
 - 2. Ball valves 1/2" to 2" = S-585.
 - 3. Check valves 1/2" to 3" = S-413W.

2.4 THERMAL INSULATION WORK

- A. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finish, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.
- B. All hot and cold-water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.
- C. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.
- D. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.
- E. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

2.5 FLOOR, WALL, AND CEILING PLATES

- A. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

2.6 ACCESS DOORS

- A. Provide Phillip Carrey, J.R. Smith, Zurn or equal Smith Model #4761, 12" x 16" chromium plated steel access panels where valves, trap primers, or shock absorbers occur in inaccessible walls or ceilings. All doors and covers shall be completely removable from frames. All hinges must be concealed type. Steel frames shall be 16-gauge with 14-gauge steel doors. Access doors installed in fire rated assemblies shall be UL fire rated type with automatic closures.

PART 3 - EXECUTION

3.1 COMPLETION OF WORK

- A. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

3.2 TESTING

- A. General: Perform all tests in the presence of the Engineer or his representative. Test shall conform to local code requirements. File copies of all test reports in duplicate to physical plant.
- B. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.
- B. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

3.3 DISINFECTION

- A. Disinfect all domestic water piping in accordance with local health department guidelines.

END OF SECTION 15400 - PLUMBING

BID #WG21-26 RESPONSE FORM

Plumbing System Upgrades to the Baldwin County Courthouse located in Bay Minette,
Alabama for the Baldwin County Commission

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Contractor's License Number _____
(License Issued by the Alabama State Licensing Board for General Contractors)

**“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY
LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”**

AMOUNT BID: \$ _____

COMPLETION TIME: _____

State of Alabama)

County of Baldwin)

CONTRACT FOR CONSTRUCTION SERVICES

This Contract for **Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and PROVIDER, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____

- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those 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. 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:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-26**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG21-26 – Plumbing System Upgrades to the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission.”

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.

- A. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- B. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$ _____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **one hundred twenty (120) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death)

and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.
- XXVIII. Surety: As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

- (a) Acceptance of Surety. The bond and/or surety document must be

reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXIX. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general

circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975. “(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

XXX. The public works project which is the subject of this invitation to bid is 100% funded by the Baldwin County Commission.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

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

COUNTY

ATTEST:

JOE DAVIS, III /Date
Chairman

WAYNE DYESS /Date
County Administrator

SIGNATURE & NOTARY PAGE TO FOLLOW

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 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 _____

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires _____

BALWIN COUNTY COURTHOUSE PLUMBING SYSTEM UPGRADE

FOR

BALDWIN COUNTY COMMISSION

BAYMINETTE, ALABAMA

COMMISSIONER MR. JAMES E. BALL - DISTRICT 1
COMMISSIONER MR. JOE DAVIS, III - DISTRICT 2
COMMISSIONER MRS. BILLIE JO UNDERWOOD - DISTRICT 3
COMMISSIONER MR. CHARLES F. GRUBER - DISTRICT 4

BY

H.M. YONGE & ASSOCIATES, INC.

CONSULTING ENGINEERS

253 ST. ANTHONY STREET

MOBILE, ALABAMA 36603

(251) 690-7446

MARCH 2021

DRAWING INDEX

COVER SHEET

T-1.1 - TITLE SHEET

PLUMBING SHEETS

PD-1.1 - SANITARY WASTE PIPING DEMOLITION PLAN - BASEMENT
PD-1.2 - SANITARY WASTE PIPING DEMOLITION PLAN - FIRST FLOOR
PD-1.3 - SANITARY WASTE PIPING DEMOLITION PLAN - SECOND FLOOR
PD-1.4 - DOMESTIC WATER PIPING DEMOLITION PLAN - BASEMENT
PD-1.5 - DOMESTIC WATER PIPING DEMOLITION PLAN - FIRST FLOOR
PD-1.6 - DOMESTIC WATER PIPING DEMOLITION PLAN - SECOND FLOOR
P-1.1 - SANITARY WASTE PIPING NEW WORK PLAN - BASEMENT
P-1.2 - SANITARY WASTE PIPING NEW WORK PLAN - FIRST FLOOR
P-1.3 - SANITARY WASTE PIPING NEW WORK PLAN - SECOND FLOOR
P-1.4 - DOMESTIC WATER PIPING NEW WORK PLAN - BASEMENT
P-1.5 - DOMESTIC WATER PIPING NEW WORK PLAN - FIRST FLOOR
P-1.6 - DOMESTIC WATER PIPING NEW WORK PLAN - SECOND FLOOR
P-2.1 - SANITARY WASTE PIPING DEMOLITION
P-2.2 - DOMESTIC WATER PIPING DEMOLITION

H.M. YONGE & ASSOCIATES, INC.
CONSULTING ENGINEERS / EST. 1989



253 ST. ANTHONY STREET
MOBILE, ALABAMA 36603
PHONE: (251) 690-7446
FAX: (251) 690-7447

SCALE

DATE

REVISIONS:

NO.

DATE

PROJECT:

TITLE SHEET

DATE: 03.22.2021

BY: H.M. YONGE


SCALE: 1/8"=1'-0"

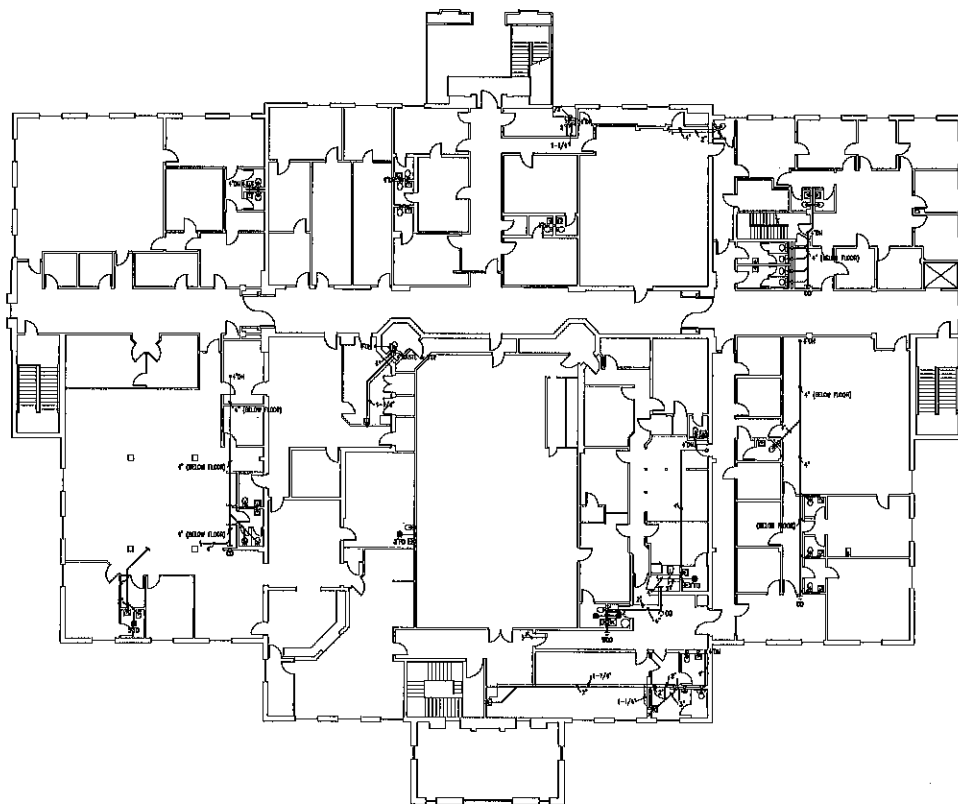
**BALDWIN COUNTY COURTHOUSE
PLUMBING SYSTEMS UPGRADE**
BAYMINETTE, ALABAMA

VICINITY MAP

**LOCATION
OF WORK**



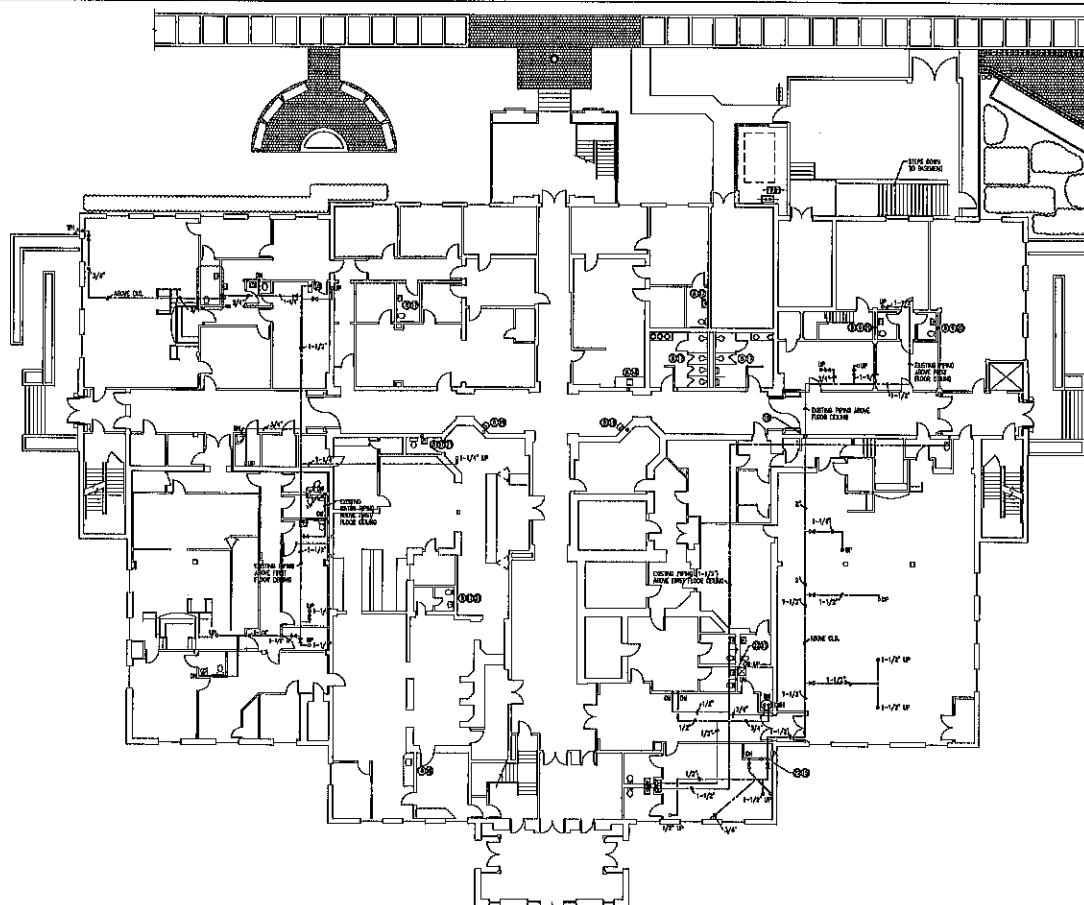
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	PROJECT:	
BALDWIN COUNTY COURTHOUSE PLUMBING SYSTEMS UPGRADE BAY WAREHOSE, ALABAMA		
REVISIONS:		
NO.	DATE	REVISION
SCALE:		
 H.M. YOUNG & ASSOCIATES, INC. CONSULTING ENGINEERS / EST. 1988 51 BACE GREGORY STREET FAYETTEVILLE, ALABAMA 36830 PHONE: 205/844-7821 228 ST. ANTHONY STREET FAYETTEVILLE, ALABAMA 36830 PHONE: 205/844-7446		




SANITARY WASTE PIPING DEMOLITION PLAN - SECOND FLOOR

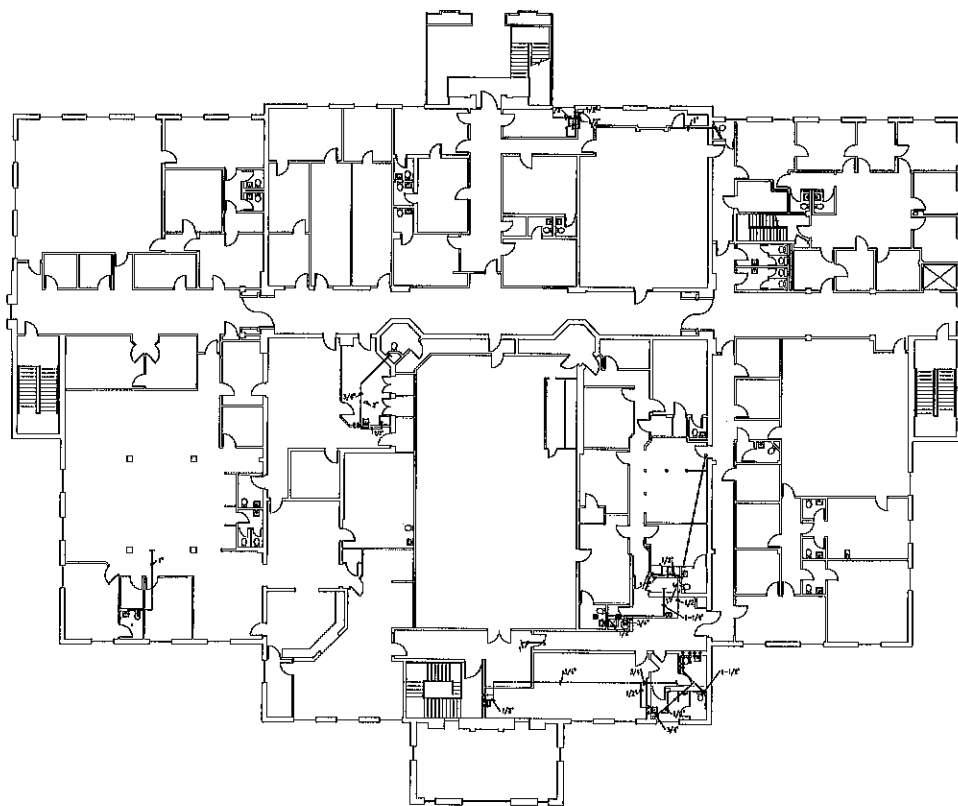
(WASTE PIPING SHOWN THIS SHEET IS BELOW FLOOR OF SECOND FLOOR. THIS PIPING IS SHOWN FOR INFORMATION ONLY - THERE IS NO WORK REQUIRED OF THIS SHEET)

PROJECT: SANITARY WASTE PIPING DEMOLITION PLAN - SECOND FLOOR SHEET NO. PD-13		DATE: 03/22/01 JOB NO.: 20-019																
REVISIONS: <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>				NO.	DATE	REVISION												
NO.	DATE	REVISION																
PROJECT: BALDWIN COUNTY COURTHOUSE PLUMBING SYSTEMS UPGRADE BAY MINETTE, ALABAMA																		
DESIGNED BY: K.M. YONGE & ASSOCIATES, INC. CONSULTING ENGINEERS / EST. 1986 31 EAST GREGORY STREET PRICHARD, ALABAMA 36903 PHONE: 251/834-0001		SEAL: K.M. YONGE & ASSOCIATES, INC. CONSULTING ENGINEERS / EST. 1986 31 EAST GREGORY STREET PRICHARD, ALABAMA 36903 PHONE: 251/834-0001																



- DOMESTIC WATER DEMOLITION KEYNOTES:**

DWG NO. PD-1.5 DOMESTIC WATER PLUMBING DEMOLITION PLAN - FIRST FLOOR SHEET NO. DATE 03-32-2011 JCD:MEZ 38-019	PROJECT: BALDWIN COUNTY COURTHOUSE PLUMBING SYSTEMS UPGRADE DAY MONTGOMERY, ALABAMA	REVISIONS: NO. DATE BY		SEAL:
 H.M. YONGE & ASSOCIATES, INC. CONSULTING ENGINEERS / EST. 1948 303 ST. ANTHONY STREET PRICHARD, ALABAMA 36909 PHONE: (205) 936-3661 FAX: (205) 936-3448				



DOMESTIC WATER PIPING DEMOLITION PLAN - SECOND FLOOR

(NOTE: PIPING SHOWN THIS SHEET IS ABOVE CEILING OF SECOND FLOOR. THIS PIPING SHOWN FOR INFORMATION ONLY -
 THERE IS NOT ANY WORK REQUIRED OF THIS SHEET)

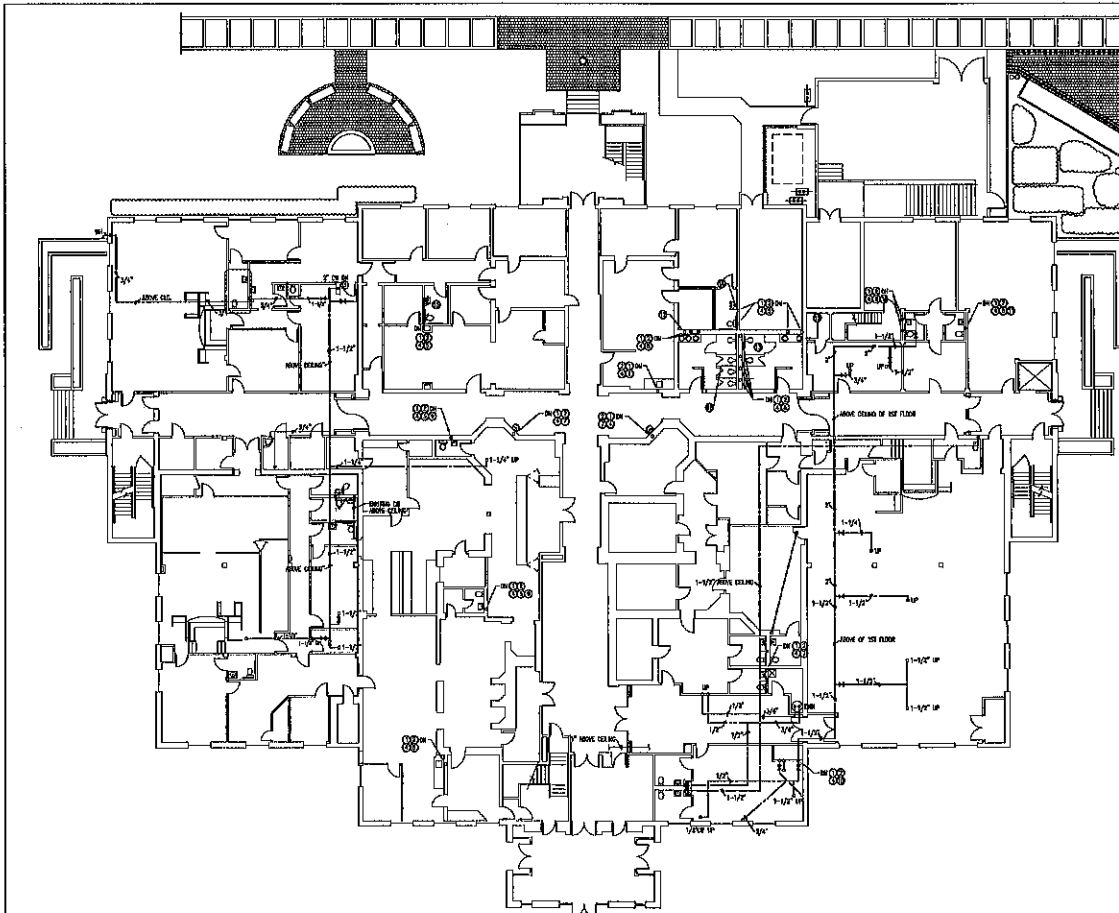
PROJECT: DOMESTIC WATER PIPING DEMOLITION PLAN - SECOND FLOOR SHEET NO: PD-1.6 DATE: 03/22/2017 JOB NO: 20470		PROPOSED: BALDWIN COUNTY COURTHOUSE PLUMBING SYSTEMS UPGRADE MAY BENNETT, ALABAMA		SCALE: AS SHOWN TOTAL DATE NO.		DESIGN: KUK YONGE & ASSOCIATES, INC. CONSULTING ENGINEERS / EST. 1989 31 EAST GREGORY STREET PRICHARD, ALABAMA 36608 PHONE: 251/834-1201 FAX: 251/834-1202	
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41 of 48

[illegible]





DOMESTIC WATER PIPING NEW WORK PLAN - FIRST FLOOR

(NOTE: PIPING SHOWN THIS SIZE IS ABOVE CEILING OF FIRST FLOOR)

DOMESTIC WATER NEW WORK KEYNOTES

1. FOR EXISTING WORK PIPING OF STEEL, BRASS, COPPER AND WAX, THE CONNECTION TO EXISTING PLUMBING SYSTEMS OF EXISTING BUILDINGS SHALL BE MADE BY THE USE OF THE FOLLOWING: (A) STEEL TO STEEL: WELD OR BOLT AND WELD. (B) STEEL TO BRASS: WELD OR BOLT AND WELD. (C) STEEL TO COPPER: WELD OR BOLT AND WELD. (D) STEEL TO WAX: WELD OR BOLT AND WELD.
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H.M. YONGE & ASSOCIATES, INC.
CONSULTING ENGINEERS / EST. 1980

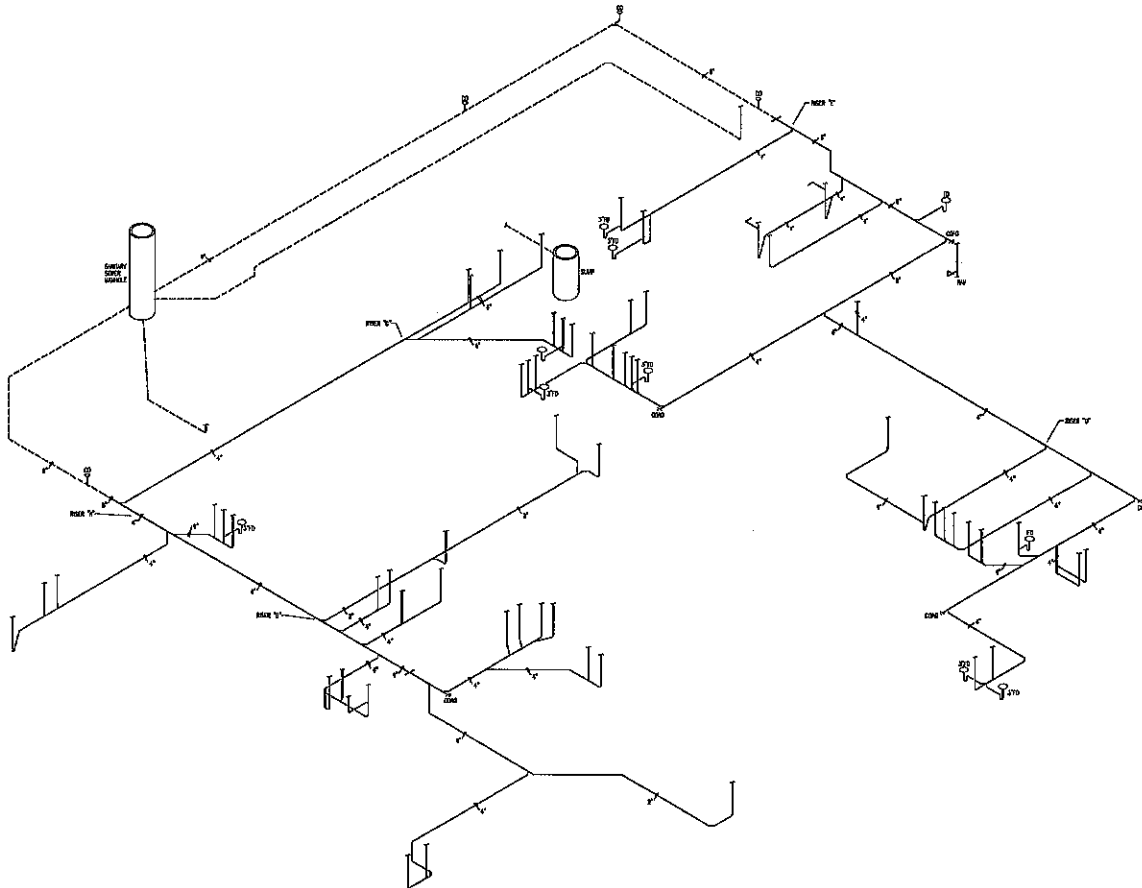
205 ST. ANTHONY STREET
MOBILE, ALABAMA 36682
334-833-1111
FAX: 334-833-1112

PROJECT:
BALDWIN COUNTY COURTHOUSE
PLUMBING SYSTEMS UPGRADE
MOBILE, ALABAMA

DATE: 03/23/2011
JOB NO.: 204719

SHEET NO.: P-1.5





SANITARY WASTE RISER DIAGRAM
SCHEMATIC

ENGINEER H.M. YONGE & ASSOCIATES, INC. CONSULTING ENGINEERS / EST. 1988 51 EAST GREGORY STREET PRICHARD, ALABAMA 36602 PHONE: (205) 833-1111 FAX: (205) 833-1112																
PROJECT BALDWIN COUNTY COURTHOUSE PLUMBING SYSTEMS UPGRADE BAY MINETTE, ALABAMA																
DATE 06/23/2011	JOB NO. 24-019															
SHEET NO. P-2.1																
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NO.	DATE	DESCRIPTION														
SCALE AS SHOWN																

GENERAL PLUMBING NOTES

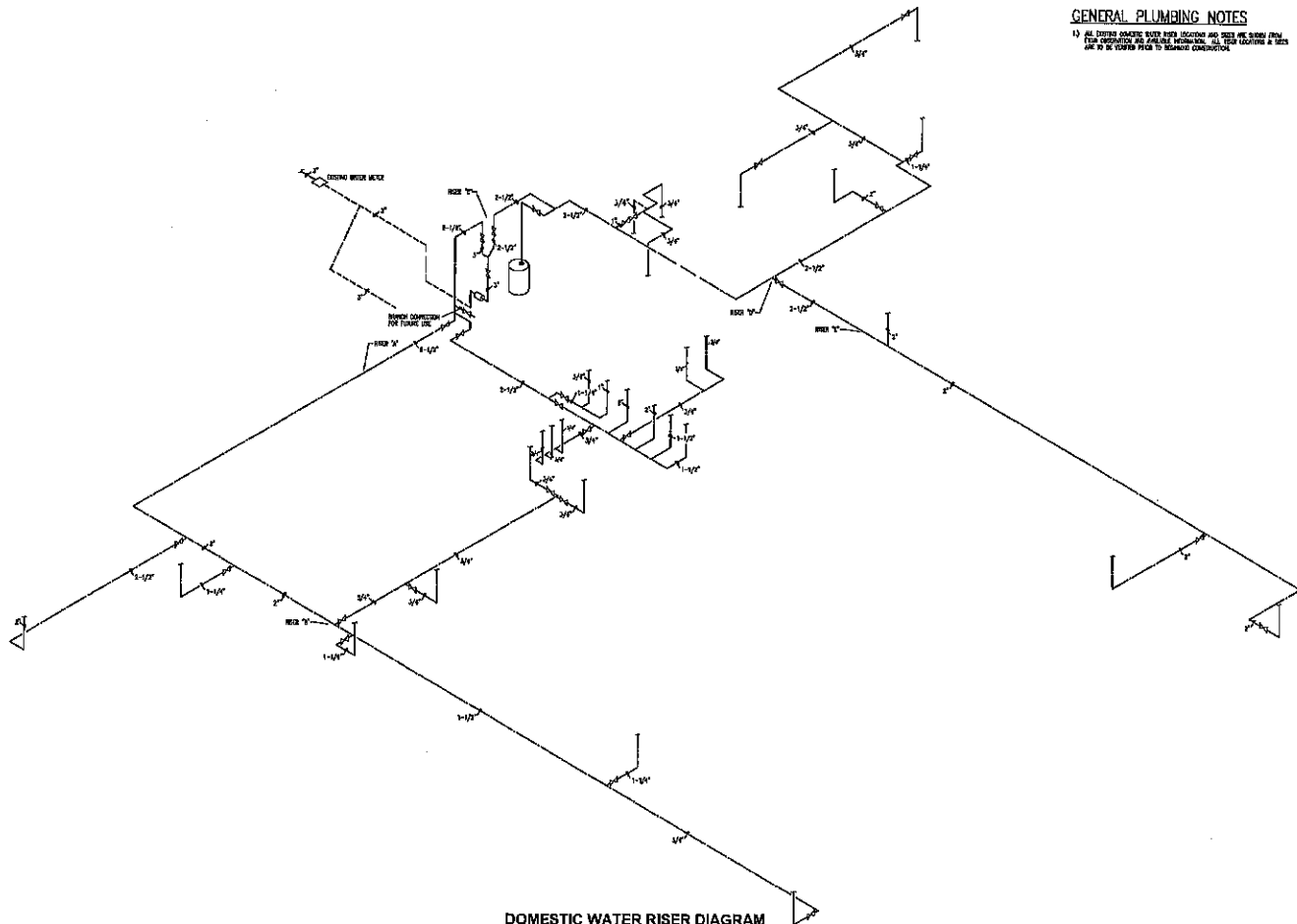
1) ALL EXISTING DOMESTIC WATER RISER LOCATIONS AND SIZES ARE SHOWN FROM FIELD OBSERVATION AND EXISTING RECORDS. ALL NEW LOCATIONS AT 1/8" SCALE ARE TO BE SHOWN FROM 1/8" SCALE CONSTRUCTION.

H.M. YOUNG & ASSOCIATES, INC.
CONSULTING ENGINEERS & ARCHITECTS
303 ST. ANDREW STREET
MOBILE, ALABAMA 36682
PHONE: 936-6441-3001
FAX: 936-6441-3002

REVISION	DATE	BY	CHKD

BALDWIN COUNTY COURTHOUSE
PLUMBING SYSTEMS UPGRADE
BAY SHLETTE, ALABAMA

PROJECT NO. 30419
DATE 02/22/01
SHEET NO. P-2.2



DOMESTIC WATER RISER DIAGRAM
SCALE: 1/8" = 1'-0"



Baldwin County Commission

Agenda Action Form

File #: 21-0762, Version: 1

Item #: BE6

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG21-27 - Labor and Incidental Materials for Roof Replacement and Maintenance to Various County Buildings 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 labor and incidental materials for roof replacement and maintenance to various County buildings; 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; and
- 3) Approve and authorize the Purchasing Director to issue a Purchase Order to Garland/DBS, Inc., in the amount of \$141,066.45 but not to exceed \$143,000.00 for the roofing materials which are being purchased via the OMNIA Partners Public Sector National Purchasing Cooperative.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Building Facilities Coordinator has requested that a competitive bid be placed for the labor and incidental materials for roof replacement and maintenance to various County buildings that was approved by the Commission for the Fiscal Year 2021 budget. The bid includes annual replacement and maintenance of flat-roofed buildings owned by the County. The roofing materials needed for this project will be purchased off the OMNIA Partners Public Sector national purchasing cooperative in the amount of \$141,066.45 but not to exceed \$143,000.00. The additional cost will be for shipping when the order is placed. 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 OMNIA, that all Alabama entities may use the OMNIA Partners Public Sector national purchasing cooperative 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 roofing materials are not on the current State of Alabama contract.

Staff recommends the Commission authorize the Purchasing Director to place a competitive bid for the labor and incidental materials needed to complete this project.

FINANCIAL IMPACT

Total cost of recommendation: Materials not to exceed \$143,000.00

Budget line item(s) to be used: 10051555.52310

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: 04/20/2021

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 #WG21-27 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the structure and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

AWARD

Award will be made to the lowest responsible bidder meeting the specifications. Quality, conformity with specifications, service and experience are among the factors that will be considered in determining the responsive bidder.

BIDDERS QUALIFICATIONS

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

“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PERFORMANCE BOND

A Performance Bond in one hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. The Contractor must furnish to the County at the time of the signing of the Contract a certificate of insurance coverage as provided in the specifications. Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly, to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall

be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

TIME OF COMPLETION

Work shall begin within fifteen (15) days after award of contract, or as soon as weather conditions permit, unless otherwise notified.

Projects must be completed within **NINETY (90) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

PROTECTION

- 1) Protect the completed roof system as required in order that the design criteria are met.
- 2) Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

GUARANTEE

Contractor will provide a two (2) year Water Tightness Warranty covering labor by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship. This warranty is exclusive of:

- 1) Physical damage by the Owner and/or other trades.
- 2) "Acts of God" - fire, civil commotion, natural catastrophes or vandalism.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

COORDINATION WITH BALDWIN COUNTY CORRECTIONS CENTER

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

DRAWINGS

The drawings are attached.

BID #WG21-27 RESPONSE FORM

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

Date: _____

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

Company Name: _____

Address: _____

Company Rep. _____

(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

Contractor's License Number _____

(License Issued by the Alabama State Licensing Board for General Contractors)

“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”

PROJECT MANUAL

FOR

BALDWIN COUNTY COMMISSION

“ROOF REPAIRS AND MAINTENANCE TO VARIOUS BUILDINGS”

LABOR & INCIDENTAL MATERIALS CONTRACT

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

SECTION 0400.1

BID FORM

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

BID TO: Baldwin County Commission

BID FROM: _____

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

Date

Number

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. SUBMITTED BY: _____, on _____, 2021

22. COMPANY NAME: _____

Scope of Work

- A. Code Summary
1. Manufacturer's engineer shall review all wind and plumbing code requirements and issue letter that submitted roof system is IBC (International Building Code, and Watertightness Warranty compliant.
- B. Contract Time; Awardee(s) shall have **ninety (90) days** to complete all Work.
- C. Contractor Qualifications. Contractor shall provide evidence of all of the following requirements.
1. A local office within 100 miles of project site, business in the same location for 2 years prior to project date.
 2. In-house sheet metal fabrication facilities at the same or adjacent physical address as main office.
 3. Specialty Trade - Roofing experience;
 - a. Contractor must have at least 4 full-time employees who each allocate 90% of their time towards roofing and waterproofing projects.
 - b. **Contractor must have performed at least \$1M in "Roofing Projects" annually for the past 5 years, where the owner's Notice To Proceed lists 1) Contractor's name, 2) the project title mentions the word "Roofing" or "Reroofing", and 3) award amount.**
- D. Summary of Work
- | Building Name | Location | Scope | SF |
|--------------------------|-------------|---------|--------|
| 1. Archive Bldg | Bay Minette | Coating | 7,000 |
| 2. Commission at Admin | Bay Minette | Coating | 5,600 |
| 3. Courthouse | Bay Minette | Coating | 32,000 |
| 4. Jail | Bay Minette | Coating | 3,000 |
| 5. Level II Shelter | Bay Minette | Coating | 3,300 |
| 6. New CIS Bldg | Bay Minette | Coating | 5,200 |
| 7. Courthouse Annex | Foley | Coating | 16,900 |
| 8. Mullet Point Pavilion | Point Clear | Coating | 1,500 |
| 9. Annex I Canopies | Robertsdale | Coating | 3,500 |
- E. Sheet Metal; all sheet metal flashing shall be 24 gauge Kynar coated G90 steel, unless otherwise indicated, covered under manufacturer's warranty.
- F. Contractors must confirm all existing footages, roof construction, and material quantity takeoffs.
- G. **Archive Bldg, Bay Minette (Coating)**
1. Existing Roof; concrete deck, (2) layers 1.5" ISO, 1/2" wood fiber 3-ply mod bit roof.
 2. Perform Moisture Scan with report approved by Manufacturer, performed by licensed engineer or Level III Thermographer.

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

H. Commission at Administration, Bay Minette (Coating)

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

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

I. Courthouse Bay Minette (Recoating)

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

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

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

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

K. Level II Shelter, Bay Minette (Coating)

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

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

L. New CIS Building, Bay Minette (Coating)

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

M. Courthouse Annex, Foley (Coating)

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

N. Mullet Point Pavilion, Point Clear (Coating)

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

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

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

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

P. Owner Purchased Materials

1. Owner shall provide materials and quantities listed below, Contractor shall be responsible for receiving all quantities at jobsite, hoisting to rooftop, and subsequent storage.
2. Contractor shall be responsible for purchase of any additional materials and quantities required to complete Specification and issue of manufacturer's warranty. Under no circumstances shall owner be responsible for ordering additional materials beyond those originally provided.
3. All unused Owner-purchased materials shall remain the possession of Owner.
4. All materials shall be kept covered from weather and set atop pallet at all times.

5. Owner Purchased Materials

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

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and _____, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas,

Whereas,

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not

affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-27**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG21-27 – Labor and Incidental Materials for Roof Replacement & Maintenance to Various County Buildings for the Baldwin County Commission”.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

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

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **ninety (90) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.
- XXVIII. Surety: As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:
- (a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused

by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXIX. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general

circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

XXX. The public works project which is the subject of this invitation to bid is 100% funded by the Baldwin County Commission.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

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

COUNTY

ATTEST:

JOE DAVIS, III /Date
Chairman

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2021.

Notary Public
My Commission Expires

SIGNATURE & NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider's Name

_____/_____
By _____/Date
Its _____

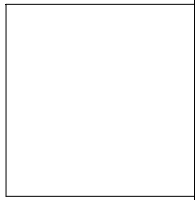
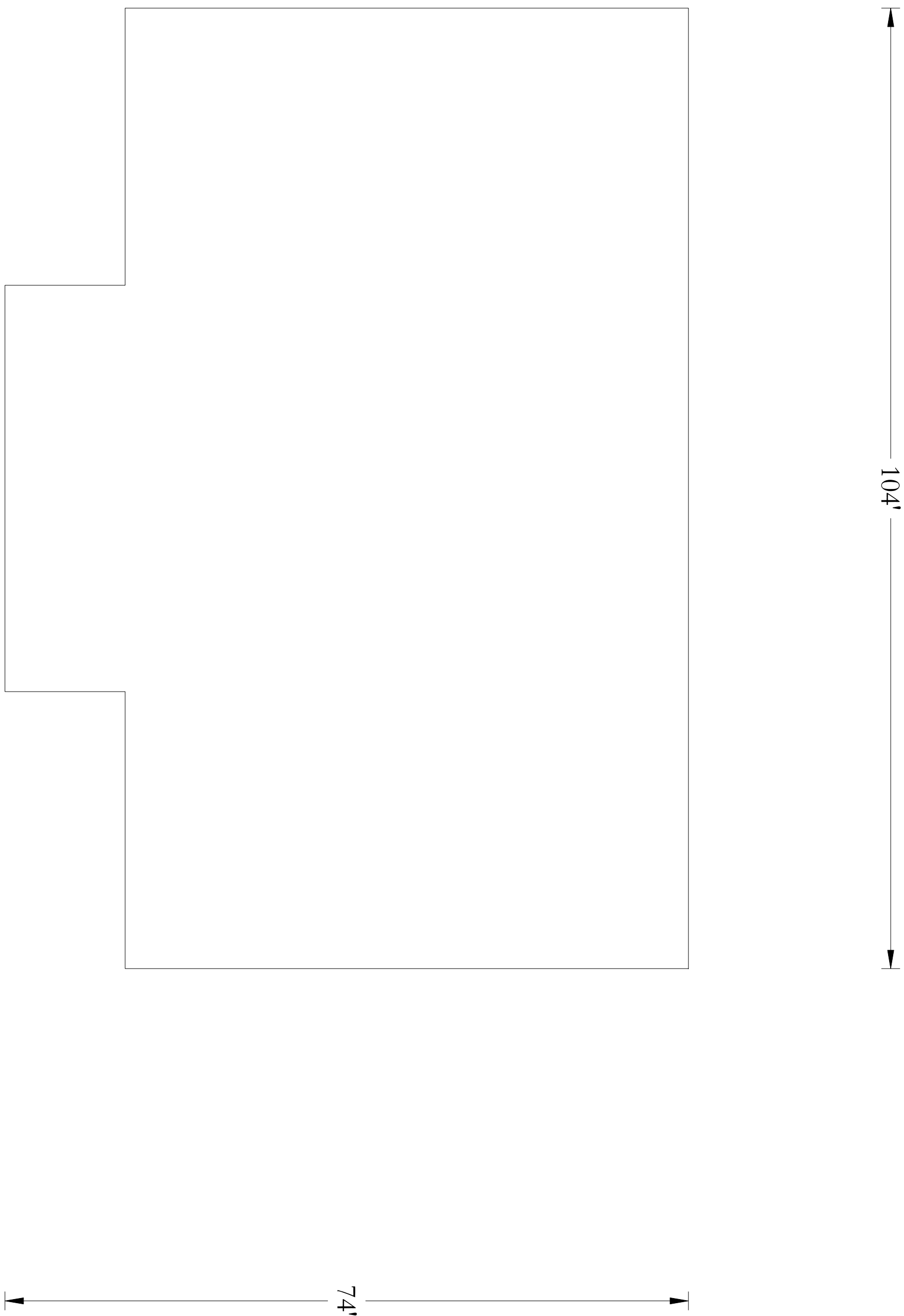
State of Alabama)

County of Baldwin)

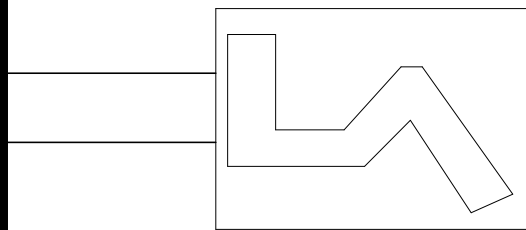
I, _____ Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily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

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires



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



LA RESEARCH AND ENGINEERING

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

DRAWN:
T.A.

CHECKED:
A.M.

DATE:
03/25/2021

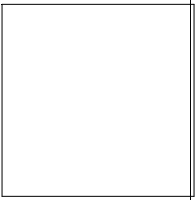
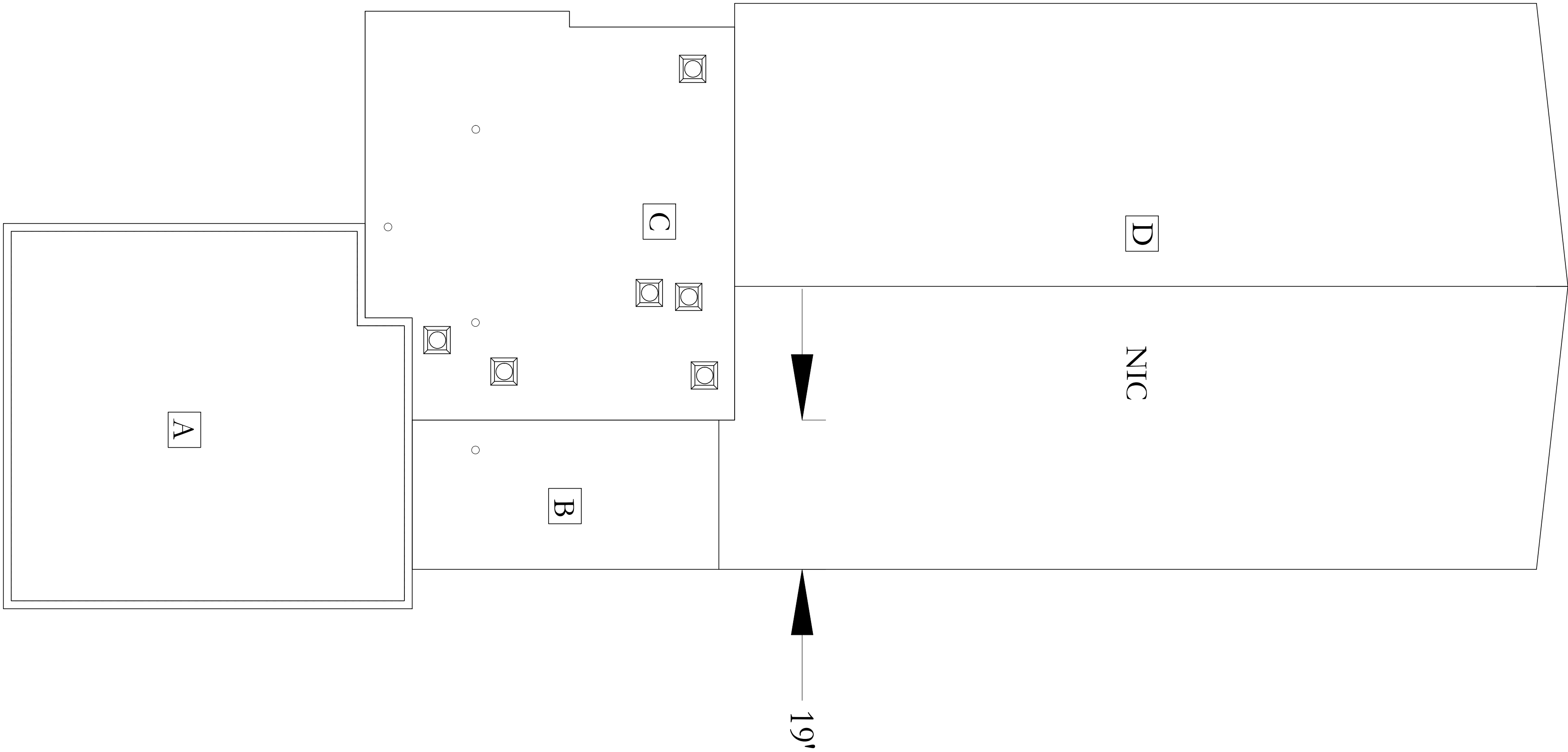
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JOB #:
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SHEET

A-1

OF 1-OF-1 SHEETS





LA RESEARCH AND ENGINEERING

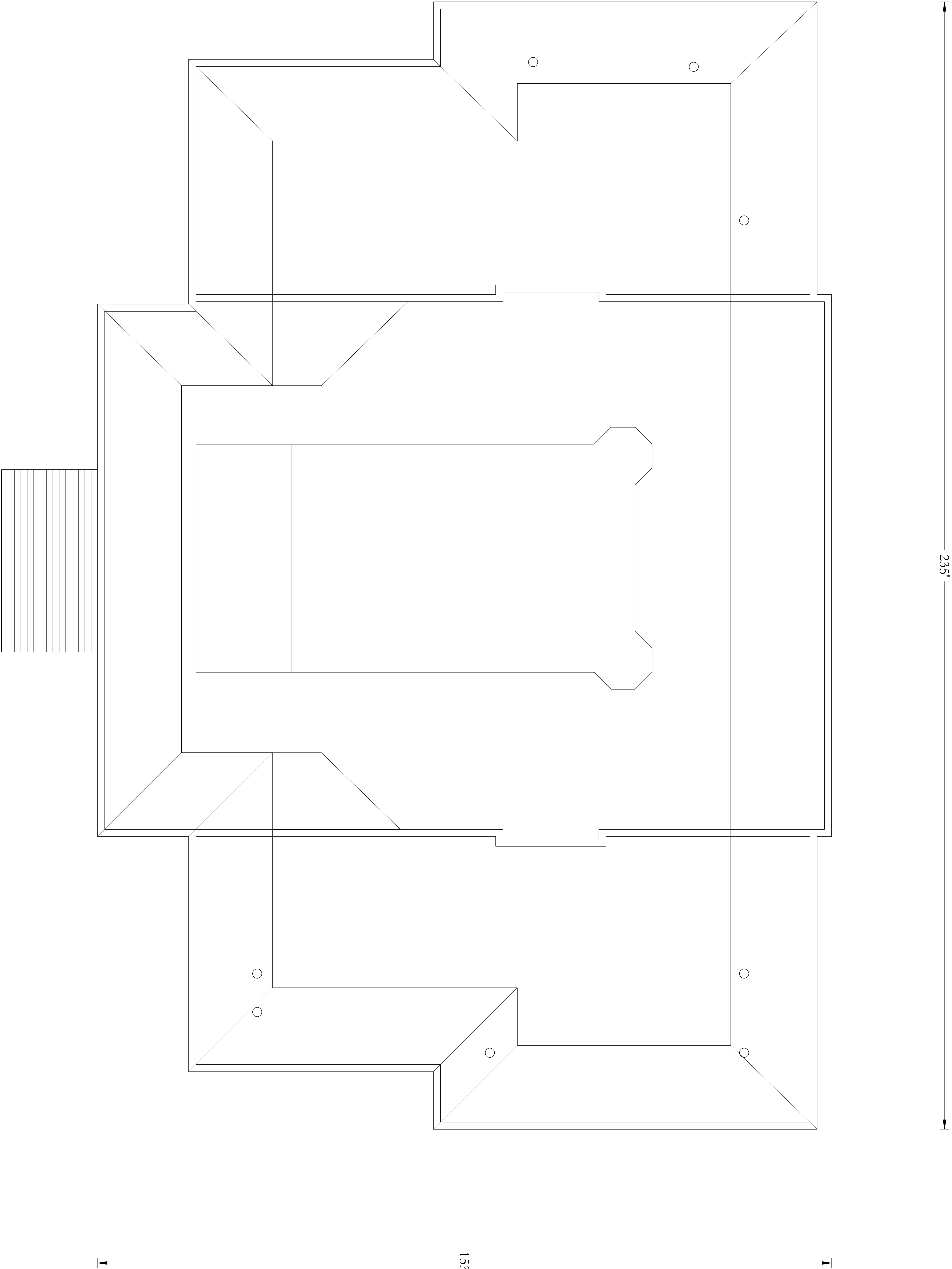
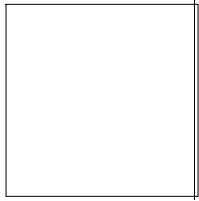
5815 I-10 INDUSTRIAL PARKWAY SOUTH
THEODORE, AL 36582
PH: 251.653.9009 FX: 251.653-5803

COMMISSION AT ADMIN
322 COURTHOUSE SQUARE
BAY MINETTE, AL 36507

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

OF 1-OF-1 SHEETS

A-1



235'

153'



LA RESEARCH AND ENGINEERING

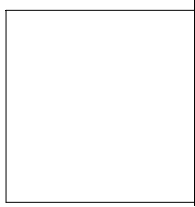
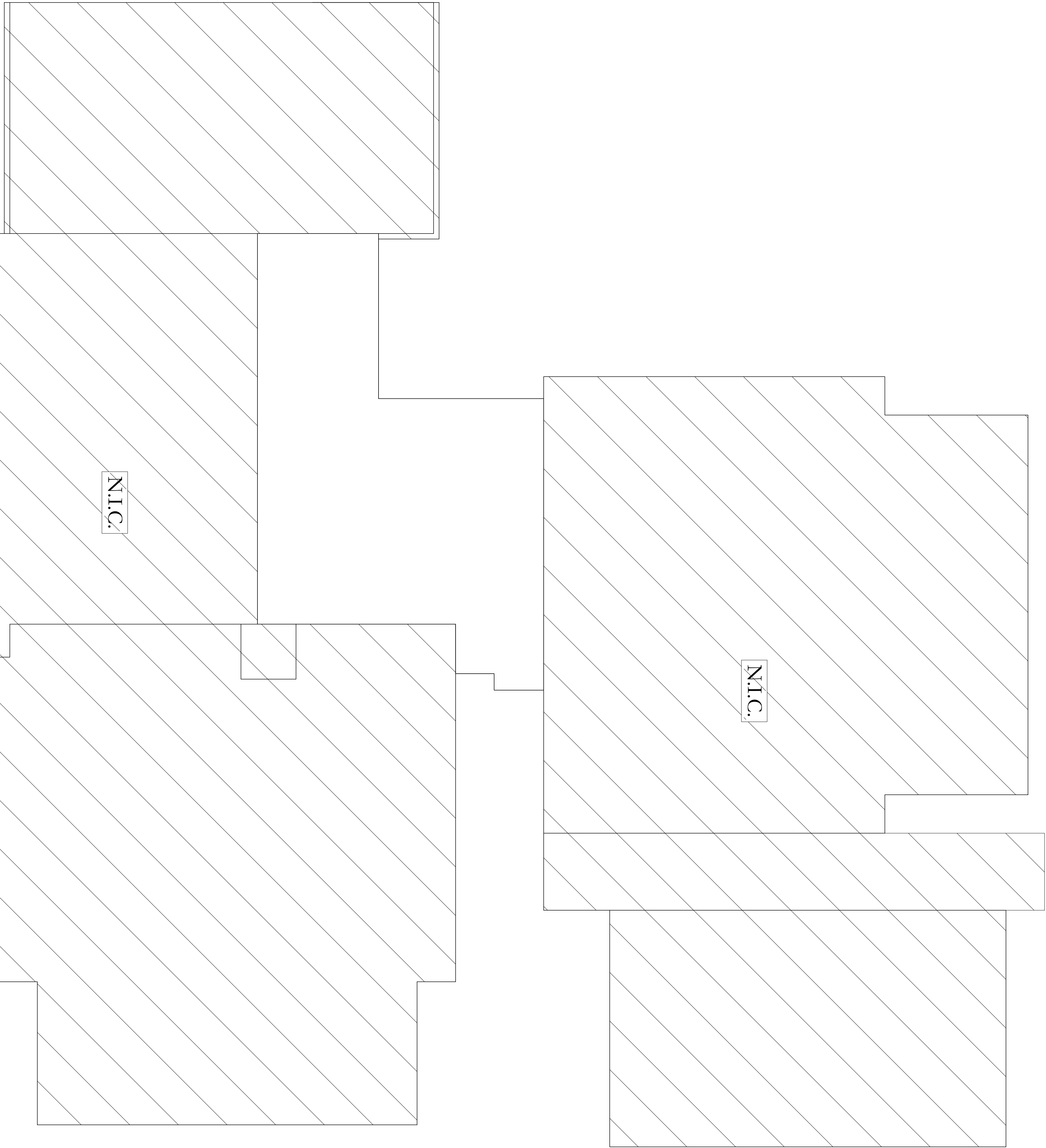
5815 I-10 INDUSTRIAL PARKWAY SOUTH
THEODORE, AL 36582
PH: 251.653.9009 FX: 251.653-5803

COURTHOUSE
1 COURTHOUSE SQUARE
BAY MINETTE, AL 36507

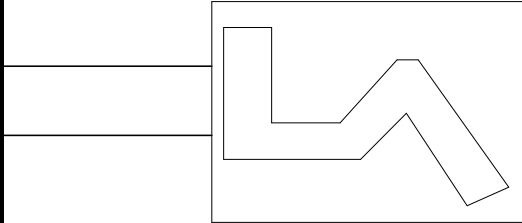
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JOB #:	N/A
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A-1

OF 1-OF-1 SHEETS



JAIL
200 HAND AVE,
BAY MINETTE, AL 36507



LA RESEARCH AND ENGINEERING

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

DRAWN
T.A.

CHECKED

AMC

DATE

03/25/2021

SCALE

3/32"=1'0"

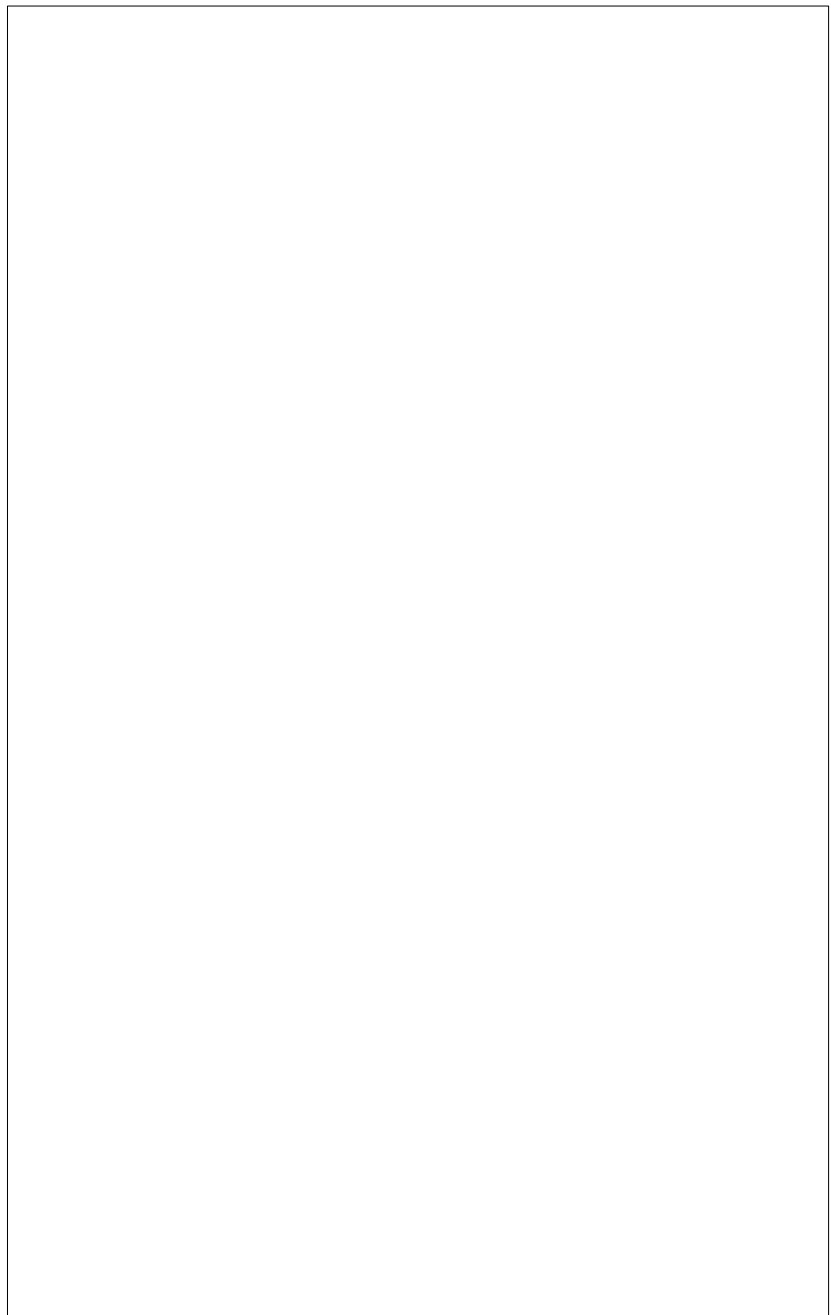
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SHEET

A-1

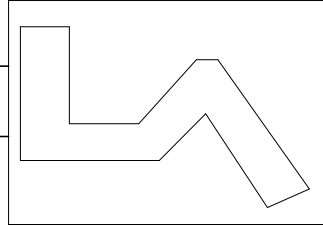
OF 1-OF-1 SHEETS



71'-11"

45'

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



LA RESEARCH AND ENGINEERING

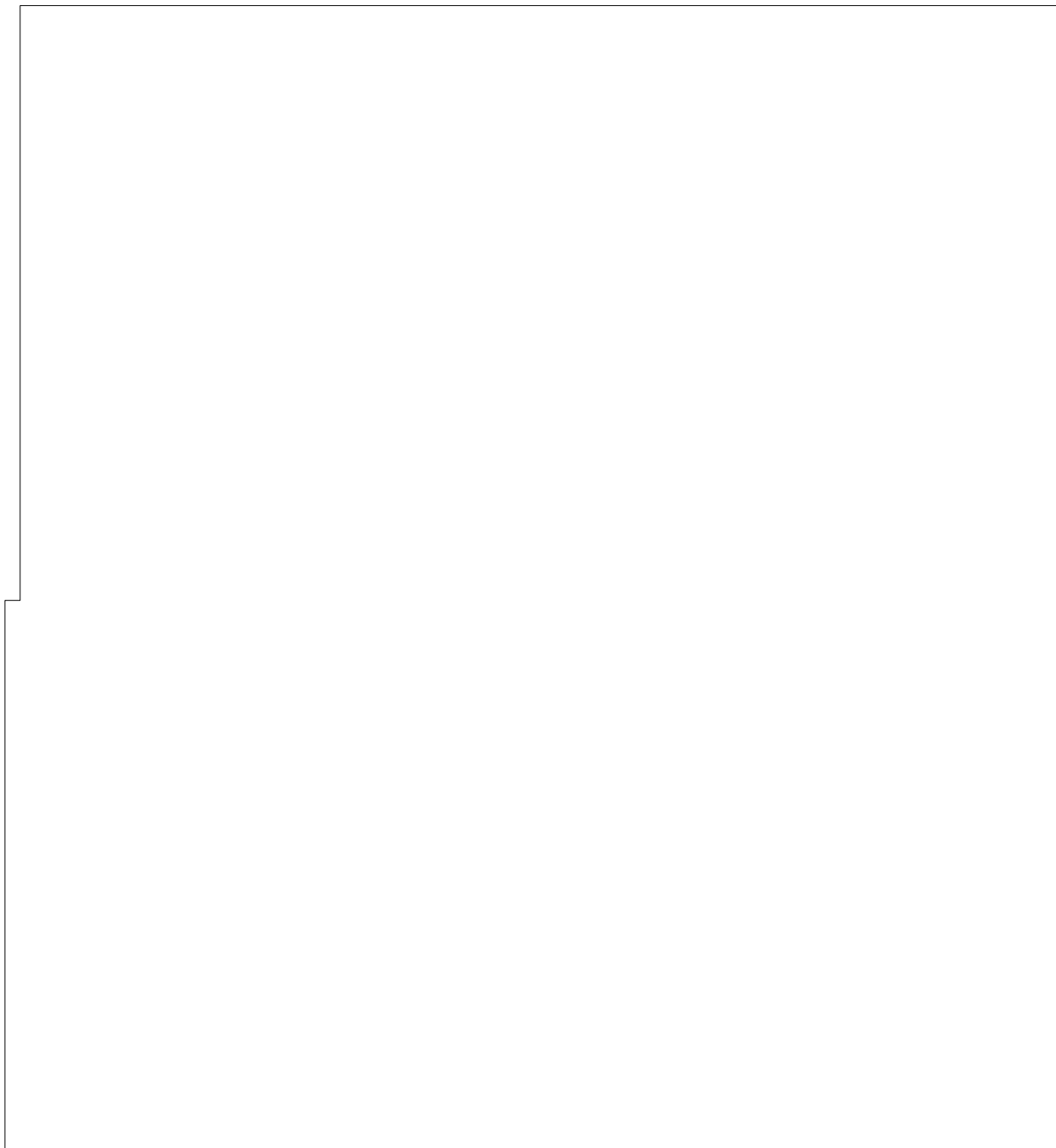
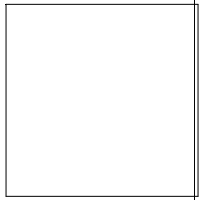
5815 I-10 INDUSTRIAL PARKWAY SOUTH
THEODORE, AL 36582
PH: 251.653.9009 FX: 251.653-5803

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

SHEET

A-1

OF 1-OF-1 SHEETS

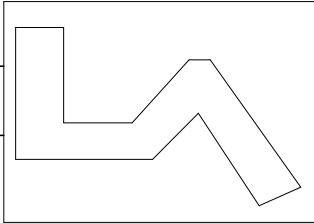


75'

69'

LA RESEARCH AND ENGINEERING

5815 I-10 INDUSTRIAL PARKWAY SOUTH
THEODORE, AL 36582
PH: 251.633.9009 FX: 251.633-5803



NEW CIS BUILDING
323 COURTHOUSE SQUARE
BAY MINETTE, AL 36507

DRAWN

J.A.

CHECKED

A.M.

DATE

03/25/2021

SCALE

3/32"=1'0"

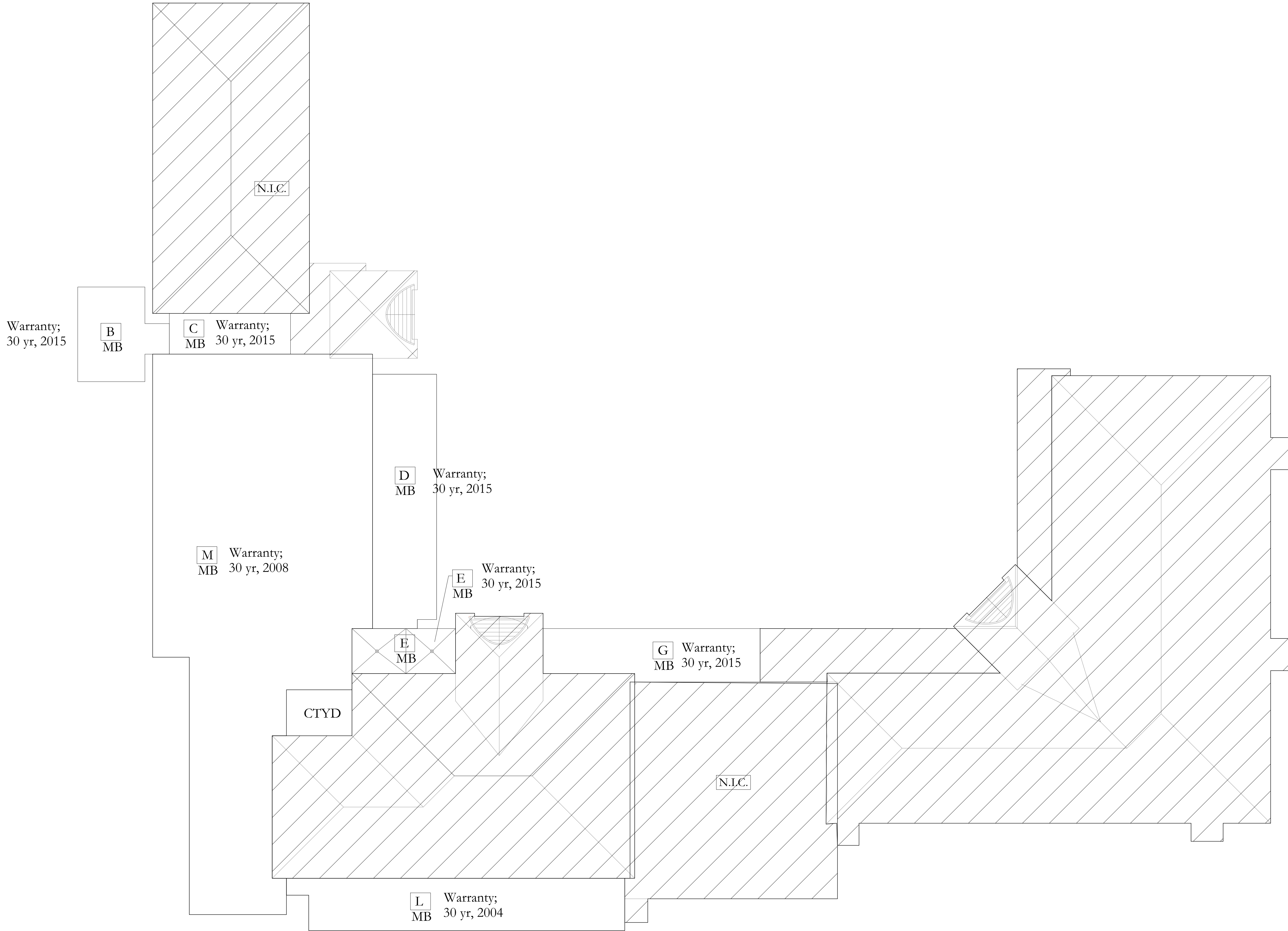
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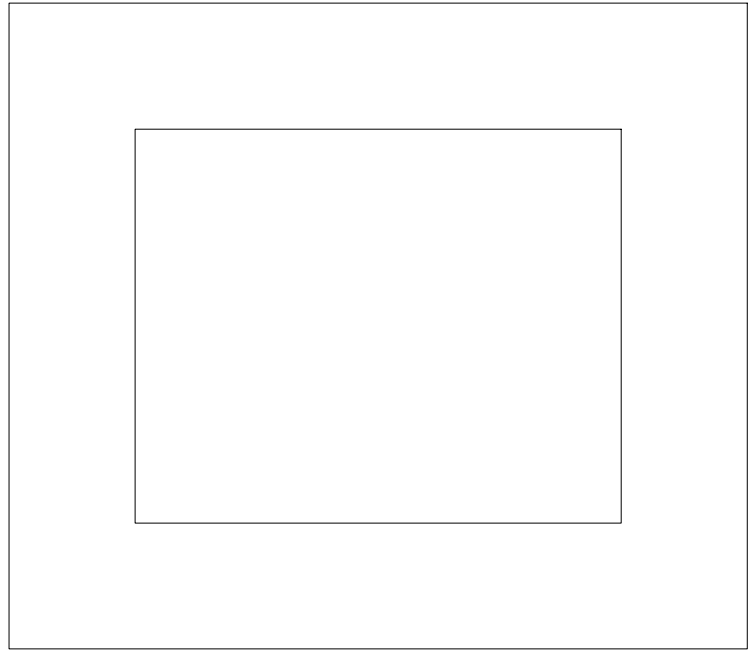
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SHEET

A-1

OF 1-OF-1 SHEETS

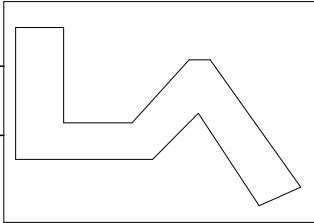




41'

35'-11"

MULLET POINT PAVILION
13203 CO RD 1
FAIRHOPE, AL 36532



LA RESEARCH AND ENGINEERING

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

DRAWN:
T.A.

CHECKED:
A.M.

DATE:
03/25/2021

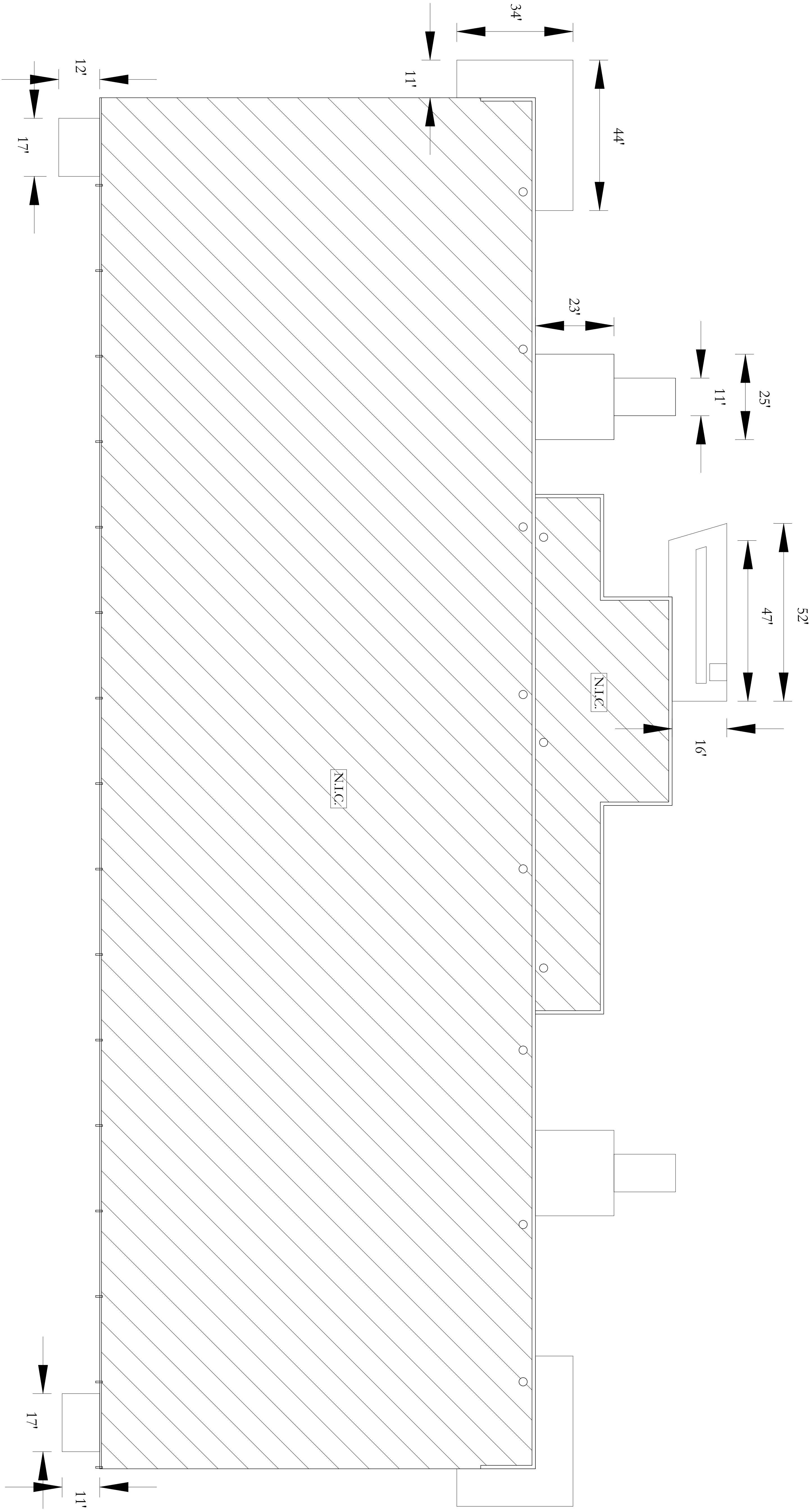
SCALE:
3/32"=1'0"

JOB #:
N/A

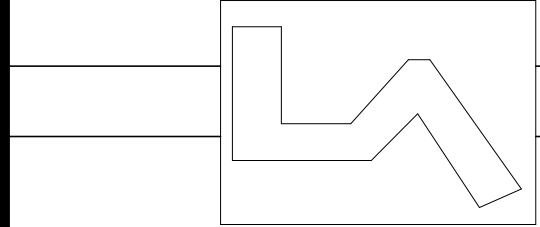
SHEET

A-1

OF 1-OF-1 SHEETS



ANNEX 1 CANOPIES
22251 PALMER ST
ROBERTSDALE, AL 36567



LA RESEARCH AND ENGINEERING

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

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

SHEET

A-1



Baldwin County Commission

Agenda Action Form

File #: 21-0756, Version: 1

Item #: BE7

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Ed Fox, Landfill Manager

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quote for the Installation of a Permanent Foundation for the Baldwin County MacBride Landfill Truck Scale Located in Loxley, Alabama, for the Baldwin County Commission

STAFF RECOMMENDATION

Award the quote to G. T. Michelli, Co., Inc., in the amount of \$29,860.00 for moving and installing the truck scale on a permanent foundation at the Baldwin County MacBride Landfill located in Loxley, Alabama, and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Solid Waste Department staff solicited a quote for the permanent foundation work on the 2nd scale at MacBride Landfill. The Commission bid and purchased the truck scale for installation in a temporary position in September 2020 with G. T. Mitchelli, Co., Inc. The quote is for the installation of the permanent foundation and relocation of the scale to the permanent site. The quote was received from G. T. Mitchelli, Co., Inc., in the amount of \$29,860.00.

FINANCIAL IMPACT

Total cost of recommendation: \$29,860.00

Budget line item(s) to be used: 51054330.55240

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: 04/20/2021

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



G.T. Michelli Co., Inc.
www.Michelli.com

ISO 9001 Registered
ISO/IEC 17025 Accredited

Sales and Service Of: Industrial Scales • Weighing Systems •
Laboratory Balances • Force Measurement • Torque & Bolting Tools
Calibration Laboratory Services Offered For: Scales, Balances, Force,
Torque, Mass, Pressure, Temperature & Electronic Test Instruments

QUOTATION

BTEK-McBride Landfill Truck Scale Foundation	
Quote Number	Date
14819	03/31/2021
Payment Terms	Valid Until
Credit Card	08/01/2021
Prepared For	Quoted By
Baldwin County Commission , Attn: Ed Fox	Luther Peebles G.T. Michelli Co., Inc. 4134 Government Blvd, Suite O Mobile, AL 36693 lpeebles@michelli.com (251) 583-8501

Qty.	Item / Part / Model#	Description	Unit Price	Amount
		Foundation for BTEK 72 x 11 Hybrid Truck Scale - Includes 10 ft level and 26 ft ramps sloping 1/2in per foot. (Note: Ramps may not reach ground level depending on site elevations)	24,860.00	24,860.00
		Installation and Calibration - Includes uninstalling the scale, preparing it to be moved, reinstalling, and calibrating on the new foundation.	5,000.00	5,000.00

Availability:

Comments: Quote for a portable BTEK 72'X11' Hybrid Portable Truck Scale Foundation. Installed on level ground, free of obstructions.

By others:

Conduit from platform to scale house

Air-conditioned space for scale instrumentation.

Crane (estimated at \$1500)

Truck to move scale (if more than cranes reach from current location)

Fill material for ramps.

All major credit cards accepted, surcharge may apply.

Subtotal	29,860.00
Tax	Added at Invoice
Shipping	0.00
Total	29,860.00

Financing available: If interested in financing your total purchase, to calculate quote estimates and submit a preliminary application, visit <https://www.michelli.com/financing/>.

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, **G. T. Michelli Co., Inc.**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained a quote for the installation of permanent foundation for the Baldwin County MacBride Landfill Truck Scale located in the Loxley, Alabama; and

Whereas, PROVIDER presented the 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: G. T. Michelli Co., 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: G. T. Michelli Co., Inc.
4134 Government Blvd., Suite 0
Mobile, AL 36693
ATTN: Luther Peebles

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 the Installation of a Permanent Foundation for the Baldwin County MacBride Truck Scale located in Loxley, Alabama" 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 \$29,860.00. 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 ninety (90) 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:

G. T. Michelli Co., Inc.

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of G. T. Michelli Co., 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 G. T. Michelli Co., Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2021.

Notary Public
My Commission Expires



Sales and Service Of: Industrial Scales • Weighing Systems •
 Laboratory Balances • Force Measurement • Torque & Bolting Tools
Calibration Laboratory Services Offered For: Scales, Balances, Force,
 Torque, Mass, Pressure, Temperature & Electronic Test Instruments

QUOTATION

BTEK-McBride Landfill Truck Scale Foundation	
Quote Number	Date
14819	03/31/2021
Payment Terms	Valid Until
Credit Card	08/01/2021
Prepared For	Quoted By
Baldwin County Commission Attn: Ed Fox	Luther Peebles G.T. Michelli Co., Inc. 4134 Government Blvd, Suite O Mobile, AL 36693 lpeebles@michelli.com (251) 583-8501

Qty.	Item / Part / Model#	Description	Unit Price	Amount
		Foundation for BTEK 72 x 11 Hybrid Truck Scale - Includes 10 ft level and 26 ft ramps sloping 1/2in per foot. (Note: Ramps may not reach ground level depending on site elevations)	24,860.00	24,860.00
		Installation and Calibration - Includes uninstalling the scale, preparing it to be moved, reinstalling, and calibrating on the new foundation.	5,000.00	5,000.00
Availability:			Subtotal	29,860.00
Comments: Quote for a portable BTEK 72'X11' Hybrid Portable Truck Scale Foundation. Installed on level ground, free of obstructions.			Tax	Added at Invoice
By others: Conduit from platform to scale house Air-conditioned space for scale instrumentation. Crane (estimated at \$1500) Truck to move scale (if more than cranes reach from current location) Fill material for ramps.			Shipping	0.00
All major credit cards accepted, surcharge may apply.			Total	29,860.00

Financing available: If interested in financing your total purchase, to calculate quote estimates and submit a preliminary application, visit <https://www.michelli.com/financing/>.

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 Installation of a Permanent Foundation for the Baldwin
County MacBride Landfill Truck Scale located in Loxley, Alabama 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 #: 21-0685, Version: 2

Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: Replacement

From: Ronald Cink, Budget Director; Cian Harrison, Clerk Treasurer

Submitted by: Ronald Cink, Budget Director

ITEM TITLE

*Resolution #2021-063 - Authorization for the Issuance, Sale, Delivery and Payment of a \$30,000,000.00 Maximum Principal Amount General Obligation Taxable Warrant, Series 2021-A

STAFF RECOMMENDATION

Related to the General Obligation Taxable Warrant, Series 2021-A, take the following actions:

- 1) Approve and adopt Resolution #2021-063 authorizing the issuance, sale, delivery and payment of a \$30,000,000.00 maximum principal amount general obligation taxable warrant, Series 2021-A, to be dated the date of delivery, to Trustmark National Bank, 236 N. Greeno Road, Fairhope Alabama 36532, ATTN: Lee Webb; and
- 2) Approve and authorize the execution of any and all documents necessary to complete the process of securing the line of credit related to the General Obligation Taxable Warrant, Series 2021-A.

BACKGROUND INFORMATION

Previous Commission action/date: December 1, 2020 - The Commission secured a line of credit related to disaster repairs and expenses.

Background: **Reason for Replacement Item: 1) Updated information provided by the Budget Director, has been added to staff recommendation; 2) Resolution #2021-063 has been revised to include finalized information; and 3) Baldwin County Response Form has been added as an additional attachment.**

Damages incurred from Hurricane Sally have exceeded the original line of credit, additional funding is required to meet financial needs.

FINANCIAL IMPACT

Total cost of recommendation: \$30,000,000.00 Line of Credit to meet disaster repairs and expenses.

Budget line item(s) to be used: Various

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Line of credit to be satisfied with FEMA reimbursement.

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
Legal review and related documents provided by bond counsel.

Reviewed/approved by: Lee Birchall, Partner, Bradley Arant Boult Cummings LLP as bond counsel.

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: Accounting/Finance and Administrative Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Staff will ensure all documentation is signed, mailed/delivered, and recorded.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION NO. 2021-063
OF THE
BALDWIN COUNTY COMMISSION**

A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE, SALE, DELIVERY, AND PAYMENT OF A \$30,000,000 MAXIMUM PRINCIPAL AMOUNT GENERAL OBLIGATION TAXABLE WARRANT, SERIES 2021-A, TO BE DATED THE DATE OF DELIVERY, TO Trustmark National Bank 236 N. Greeno Rd. Fairhope Al.

BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION (the "Commission") OF BALDWIN COUNTY, ALABAMA (the "County") as follows:

Section 1. Findings and Representations.

The County, by and through its Commission, does hereby find and determine as follows:

(a) Hurricane Sally made landfall in the County on September 16, 2020 as a Category 2 Hurricane ("Sally") and caused significant damage. Sally's slow speed caused significant rain and flooding which resulted in even more severe tree, landscape, and vegetative damage to the County than expected.

(b) The additional estimated clean-up costs to be borne by the County, at least temporarily, are approximately \$30 million. The Federal Emergency Management Agency (FEMA), and other state and federal agencies, are expected to reimburse the County for approximately 87.5% of such costs. However, the County will not receive such funds for approximately 3-9 months.

(c) In anticipation of the receipt of such funds, the Commission has further found and determined that it is in the best financial interest of the County to obtain a revolving line of credit in the maximum principal amount of \$30,000,000 in order to pay such costs until the reimbursement funds are received, and to evidence such line of credit with the issuance and sale of its General Obligation Taxable Warrant, Series 2021-A, to be dated the date of delivery (the "Warrant"), to **Trustmark National Bank** (the "Bank").

(c) The assessed valuation of the taxable property in the County for the preceding fiscal year (ending September 30, 2020) is not less than \$4,774,758,180 (excluding motor vehicles). The total indebtedness of the County following the issuance of the Warrant chargeable against the debt limitation for the County prescribed by the Constitution of Alabama of 1901, as amended, will not be more than five percent thereof.

Section 2. Authorization and Description of Warrant; Payments of Warrant.

(a) The County is hereby authorized to deliver the Warrant to the Bank. The Warrant shall (1) be dated the date of delivery, (2) bear interest at a fixed interest rate equal to 1.07%, (3) be payable quarterly as to interest, with principal payable at maturity, (4) be subject to redemption prior to maturity at any time at the option of the County, and (5) be registered and transferred as provided in the form of the Warrant in Section 3 hereafter.

(b) The principal of and interest on the Warrant shall be payable in lawful money of the United States of America, at the designated office of the registered owner thereof at par and without discount, exchange or deduction or charge therefor.

Section 3. Form of Warrant.

(a) The Warrant shall be in substantially the following form:

THIS WARRANT IS A RESTRICTED SECURITY WITHIN THE MEANING OF SECURITIES AND EXCHANGE COMMISSION ("SEC") RULE 144(a)(3) UNDER THE SECURITIES ACT OF 1933 ("1933 ACT") AND ANY SALE OR TRANSFER OF THIS WARRANT MUST BE MADE IN COMPLIANCE WITH THE CONDITIONS OF SEC RULE 144 OR RULE 144A UNDER THE 1933 ACT OR IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT.

**UNITED STATES OF AMERICA
STATE OF ALABAMA
BALDWIN COUNTY
GENERAL OBLIGATION TAXABLE WARRANT
SERIES 2021-A**

Date of Delivery: April 29, 2021

No. R-1 **\$30,000,000**

BALDWIN COUNTY, a political subdivision organized and existing under and by virtue of the laws of the State of Alabama (herein called the "County"), for value received, hereby acknowledges itself indebted to and does hereby order and direct the County Administrator of the County to pay, solely out of the special warrant fund hereinafter described, to **Trustmark National Bank**, and its successors and assigns (the "Payee"), the principal sum of

THIRTY MILLION DOLLARS (\$30,000,000)

or so much thereof as may be advanced or paid and re-advanced hereunder, as hereinafter provided, and to pay solely from said warrant fund interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a fixed per annum rate of interest equal to 1.07% (computed on the basis of the actual number of days elapsed over a 360-day year), said principal and interest being payable as follows:

(a) On July 1, 2021, and on each January 1, April 1, July 1, and October 1 thereafter, through and including April 1, 2023, the interest accrued on the outstanding principal balance of this Warrant to each such date of payment; and

(b) On April 29, 2023, the entire outstanding principal balance of this Warrant plus all accrued interest thereon.

Payment of the principal hereof and interest hereon shall be made at the office of the Payee or at such other place as shall be designated to the County in writing by the Payee, provided the final payment of principal of and interest on this Warrant shall be made only upon presentation and surrender of this Warrant to the County for cancellation.

The County may, on any date, pay in advance the entire unpaid principal balance of this Warrant or any lesser portion or portions thereof by paying to the Payee the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

This Warrant is a master Warrant under a revolving line of credit extended by the Payee to the County, and it is contemplated that the proceeds of the loan evidenced hereby will be advanced, or paid and re-advanced, by the Payee to the County in installments, as requested by the County (as to amount and date), and it is further contemplated that by reason of prepayments hereon there may be times when no indebtedness is owing hereunder; notwithstanding any such occurrence, this Warrant shall remain valid and shall be in full force and effect as to each principal advance made hereunder subsequent to each such occurrence. Each principal advance and each payment made on this Warrant shall be reflected by the notations made by the Payee on its internal records (which may be kept by computer or by other means determined by the Payee) and the Payee is hereby authorized so to record thereon all such principal advances and payments. The aggregate unpaid principal amount of this Warrant reflected on the internal records of the Payee (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid. No failure of the Payee so to record any advance or payment shall limit or otherwise affect the obligation of the County hereunder with respect to any advance, and no payment of the principal by the County shall be affected by the failure of the Payee so to record the same.

THIS WARRANT SHALL BE VALID AND ENFORCEABLE AS TO THE AGGREGATE PRINCIPAL AMOUNT ADVANCED AT ANY TIME HEREUNDER, WHETHER OR NOT THE FULL-FACE AMOUNT HEREOF IS ADVANCED.

This Warrant is issued pursuant to the Constitution and laws of the State of Alabama, including Section 11-28-1 et seq. of the ALA. CODE (1975), as amended, and a resolution and proceedings of the governing body of the County duly passed, held and conducted on April 20, 2021 (the “Authorizing Proceedings”).

The indebtedness evidenced and ordered paid by this Warrant is a general obligation of the County and the full faith and credit of the County are pledged to the payment of the principal and interest hereon.

The County established a special fund in the Authorizing Proceedings designated as the “Series 2021-A General Obligation Taxable Warrant Fund” for the payment of the principal of and interest on this Warrant and has obligated itself to pay or cause to be paid into said Fund from the taxes and revenues of the County sums sufficient to provide for the payment of the principal of and interest on this Warrant as the same matures and comes due.

This Warrant is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the County. The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Warrant shall be made only to or upon the order of the registered owner hereof or its legal representative, and neither the County nor any agent of the County shall be affected by

any notice to the contrary. Payment of principal of and interest on this Warrant shall be valid and effectual to satisfy and discharge the liability of the County upon this Warrant to the extent of the amounts so paid.

This Warrant may be transferred only upon written request of the registered owner or its legal representative addressed to the County, such transfer to be recorded on said book of registration and endorsed hereon by the County. Upon presentation to the County for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the County, duly executed by the registered owner or its attorney duly authorized in writing, and the County shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description and that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant and the adoption of the Authorizing Proceedings have happened, do exist and have been performed in time, form and manner as so required.

IN WITNESS WHEREOF, the County, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Chairman and its county seal to be hereunto affixed and attested by its County Administrator, and has caused this Warrant to be dated April 29, 2021.

BALDWIN COUNTY

COUNTY SEAL

By _____
Its Chairman

Attest: _____
County Administrator

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a claim against Baldwin County and the Warrant Fund referred to herein.

County Administrator of Baldwin County

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the registry books of Baldwin County in the name of the last owner named below. The principal of and interest on this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of County</u>	
<u>April 29, 2021</u> Administrator	<u>Trustmark National Bank</u>	_____,	County
_____	_____	_____	
_____	_____	_____	

ENDORSEMENT BY COUNTY OF UNPAID PRINCIPAL
AND ACCRUED INTEREST ON DATE OF TRANSFER

<u>Date of Transfer</u>	<u>Principal Unpaid</u>	<u>Accrued Interest on Date of Transfer</u>	<u>Signature of Authorized Officer of County</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 4. Execution of the Warrant.

The Warrant shall be manually executed in the name and on behalf of the County by the Chairman and shall be manually attested by the County Administrator of the County, and the official seal of the County shall be manually imprinted thereon. The Registration Certificate shall be manually executed by the County Administrator. The Registration of Ownership of the Warrant shall be manually executed by the County Administrator of the County who shall make the endorsements provided at the time of any transfer. Said officers are hereby directed to so manually execute, attest and register the Warrant and to make the appropriate endorsements and notations, if any, thereon.

Section 5. General Obligation; Warrant Fund.

(a) The Warrant and the interest thereon shall constitute a general obligation debt of the County. The Warrant is an obligation of the County to which the full faith and credit of the County is pledged.

(b) To secure the payment of the principal of and interest on the Warrant and to secure for the benefit of the registered owner of the Warrant the faithful performance of all of the covenants and provisions contained herein, in the manner and to the extent so provided, the County (1) does hereby pledge unto the registered owner of the Warrant and its registered assigns the full faith and credit of the County, (2) does hereby create and establish a special fund designated the "Series 2021-A General Obligation Taxable Warrant Fund" (the "Warrant Fund"), which shall be held by the Bank as custodian and paying agent of the Warrant, and will make the payments required to be made into the Warrant Fund established under this Authorizing Resolution, with the understanding that the interest payments shall be based on the new interest rate established herein, and (3) does hereby covenant and agree to pay or cause to be paid into the Warrant Fund a sufficient amount of the revenues and taxes of the County to pay the principal of and interest on the Warrant.

(c) The County further covenants and agrees to collect or cause to be collected all taxes and revenues when due and to apply the same as provided in this Resolution.

Section 6. Expenses of Collection; Interest After Maturity.

The County covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Warrant or its registered assignees all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee. If any amount of principal of and, to the extent legally enforceable, interest on, this Warrant shall not be paid when due, such amount shall bear interest at the same rate as the rate on the Warrant from the scheduled date of payment to the date such payment thereof is made.

Section 7. No Federal Tax Exemption for Interest or "Bank-Qualified" Designation

The interest received by the registered owner of the Warrant is includable as gross income for federal income taxation purposes under the Internal Revenue Code of 1986, as amended (the "Code"). The Warrant is not federally "tax-exempt" and will not be designated as "bank-qualified" under Section 265 of the Code.

Section 8. Delivery of Warrant; Advances

(a) The Chairman and the County Administrator, or either of them, are hereby authorized and directed to effect delivery of the Warrant to the Bank. The Chairman and the County Administrator, or either of them, are hereby further authorized and directed to execute and deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrant and the absence of pending or threatened litigation with respect thereto. The Chairman and the County Administrator are hereby authorized and directed to execute such other agreements as may reasonably be requested.

(b) The Chairman and the County Administrator, or the County Clerk/Treasurer, may request advances on the Warrant in writing to the Bank. Proceeds of the Warrant shall be wire-transferred to the account(s) designated by the County in writing to the Bank.

Section 9. Events of Default

The County agrees that its failure to pay the principal of or interest on the Warrant on any date on which any installment of principal of or interest on the Warrant shall become due and payable shall be an event of default with respect to the Warrant whereupon the registered owner of the Warrant may seek a writ of mandamus from a court of competent jurisdiction on such matter.

Section 10. Severability.

The provisions of this Resolution are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Resolution or of the Warrant, and this Resolution and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 11. Repeal of Conflicting Provisions.

All resolutions, proceedings and orders or parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 12. Provisions of Resolution a Contract.

The terms, provisions and conditions set forth in this Resolution constitute a contract between the County and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

Section 13. Approval of County Government Bond Financing Review Form.

The County Government Bond Financing Review Form in substantially the form and of substantially the content as that which is presented to and considered by the Commission, is hereby authorized, approved and adopted. The Chairman and the County Administrator are hereby authorized and directed to complete, execute and deliver such form as required by the terms thereof and to provide therein such answers and responses as are consistent with this resolution and order.

After said resolution and order had been discussed and considered in full by the Commission, it was moved by Commissioner _____ that said resolution and order be now adopted. The motion was seconded by Commissioner _____. The question being put as to the adoption of said motion and the passage and adoption of said resolution and order, the roll was called with the following results:

Ayes: Joe Davis III, Chairman
James E. Ball, Vice-Chairman
Billie Jo Underwood
Charles F. "Skip" Gruber

Nays: None

The Chairman thereupon declared said motion carried and the resolution and order passed and adopted as introduced and read.

Adopted this 20th day of April 2021.

Chairman

SEAL

Authenticated and Attested:

County Administrator

RESPONSE FORM

\$30,000,000
Baldwin County, Alabama
General Obligation Taxable Warrant
Series 2021

Responses must be forwarded to the following parties no later than 5:00 PM Central on April 15, 2021:
Cian Harrison at cian.harrison@baldwincountyal.gov, Ron Cink at rcink@baldwincountyal.gov, Ken Funderburk at funderburkk@stifel.com and Reid Cavnar at cavnarr@stifel.com

Name of Respondent Financial Institution: Trustmark National Bank

Respondent's Street Address: 236 N. Greeno Road, Fairhope

Name of Respondent Financial Institution's Designated Contact Person: Lee Webb

Contact Person's Phone Number: 251-404-9108

Contact Person's Email Address: leewebb@trustmark.com

In response to your Request for Proposals, and following the completion of our credit underwriting process, and taking into account all of the terms and conditions specified by you in the aforesaid Request for Proposals and the Warrant Specifications for the above-referenced warrant, we are pleased to quote to you without condition the following:

	Response #1	Response #2	Response #3	Response #4
Maturity Date:	5/1/22	5/1/23		
Interest Rate:	0.77%, Fixed	1.07%, Fixed		

Signed,



On Behalf of Respondent Financial Institution



Baldwin County Commission

Agenda Action Form

File #: 21-0685, Version: 1

Item #: BE8

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Ronald Cink, Budget Director; Cian Harrison, Clerk Treasurer

Submitted by: Ronald Cink, Budget Director

ITEM TITLE

Resolution #2021-063 - Authorization for the Issuance, Sale, Delivery and Payment of a \$30,000,000.00 Maximum Principal Amount General Obligation Taxable Warrant, Series 2021-A

STAFF RECOMMENDATION

Related to the General Obligation Taxable Warrant, Series 2021-A, take the following actions:

- 1) Approve and adopt Resolution #2021-063 authorizing the issuance, sale, delivery and payment of a \$30,000,000.00 maximum principal amount general obligation taxable warrant, Series 2021-A, to be dated the date of delivery, to **TBD**; and
- 2) Approve and authorize the execution of any and all documents necessary to complete the process of securing the line of credit related to the General Obligation Taxable Warrant, Series 2021-A.

BACKGROUND INFORMATION

Previous Commission action/date: December 1, 2020 - The Commission secured a line of credit related to disaster repairs and expenses.

Background: **Information to complete staff recommendation is forthcoming from Budget Director. Replacement item will be submitted prior to Commission action.**

Damages incurred from Hurricane Sally have exceeded the original line of credit, additional funding is required to meet financial needs.

FINANCIAL IMPACT

Total cost of recommendation: \$30,000,000.00 Line of Credit to meet disaster repairs and

expenses.

Budget line item(s) to be used: Various

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

Line of credit to be satisfied with FEMA reimbursement.

LEGAL IMPACT

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

Legal review and related documents provided by bond counsel.

Reviewed/approved by: Lee Birchall, Partner, Bradley Arant Boult Cummings LLP as bond counsel.

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: Accounting/Finance and Administrative Staff

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

Staff will ensure all documentation is signed, mailed/delivered, and recorded.

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION NO. 2021-063
OF THE
BALDWIN COUNTY COMMISSION**

**A RESOLUTION AND ORDER AUTHORIZING THE ISSUANCE, SALE,
DELIVERY, AND PAYMENT OF A \$30,000,000 MAXIMUM PRINCIPAL
AMOUNT GENERAL OBLIGATION TAXABLE WARRANT, SERIES 2021-A,
TO BE DATED THE DATE OF DELIVERY, TO [LENDER]**

BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION (the "Commission") OF BALDWIN COUNTY, ALABAMA (the "County") as follows:

Section 1. Findings and Representations.

The County, by and through its Commission, does hereby find and determine as follows:

(a) Hurricane Sally made landfall in the County on September 16, 2020 as a Category 2 Hurricane ("Sally") and caused significant damage. Sally's slow speed caused significant rain and flooding which resulted in even more severe tree, landscape, and vegetative damage to the County than expected.

(b) The additional estimated clean-up costs to be borne by the County, at least temporarily, are approximately \$30 million. The Federal Emergency Management Agency (FEMA), and other state and federal agencies, are expected to reimburse the County for approximately 87.5% of such costs. However, the County will not receive such funds for approximately 3-9 months.

(c) In anticipation of the receipt of such funds, the Commission has further found and determined that it is in the best financial interest of the County to obtain a revolving line of credit in the maximum principal amount of \$30,000,000 in order to pay such costs until the reimbursement funds are received, and to evidence such line of credit with the issuance and sale of its General Obligation Taxable Warrant, Series 2021-A, to be dated the date of delivery (the "Warrant"), to [LENDER] (the "Bank").

(c) The assessed valuation of the taxable property in the County for the preceding fiscal year (ending September 30, 2020) is not less than \$4,774,758,180 (excluding motor vehicles). The total indebtedness of the County following the issuance of the Warrant chargeable against the debt limitation for the County prescribed by the Constitution of Alabama of 1901, as amended, will not be more than five percent thereof.

Section 2. Authorization and Description of Warrant; Payments of Warrant.

(a) The County is hereby authorized to deliver the Warrant to the Bank. The Warrant shall (1) be dated the date of delivery, (2) bear interest at a fixed interest rate equal to [rate]%, (3) be payable quarterly as to interest, with principal payable at maturity, (4) be subject to redemption prior to maturity at any time at the option of the County, and (5) be registered and transferred as provided in the form of the Warrant in Section 3 hereafter.

(b) The principal of and interest on the Warrant shall be payable in lawful money of the United States of America, at the designated office of the registered owner thereof at par and without discount, exchange or deduction or charge therefor.

Section 3. Form of Warrant.

(a) The Warrant shall be in substantially the following form:

THIS WARRANT IS A RESTRICTED SECURITY WITHIN THE MEANING OF SECURITIES AND EXCHANGE COMMISSION ("SEC") RULE 144(a)(3) UNDER THE SECURITIES ACT OF 1933 ("1933 ACT") AND ANY SALE OR TRANSFER OF THIS WARRANT MUST BE MADE IN COMPLIANCE WITH THE CONDITIONS OF SEC RULE 144 OR RULE 144A UNDER THE 1933 ACT OR IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT.

**UNITED STATES OF AMERICA
STATE OF ALABAMA
BALDWIN COUNTY
GENERAL OBLIGATION TAXABLE WARRANT
SERIES 2021-A**

Date of Delivery: April 29, 2021

No. R-1

\$30,000,000

BALDWIN COUNTY, a political subdivision organized and existing under and by virtue of the laws of the State of Alabama (herein called the "County"), for value received, hereby acknowledges itself indebted to and does hereby order and direct the County Administrator of the County to pay, solely out of the special warrant fund hereinafter described, to [LENDER], and its successors and assigns (the "Payee"), the principal sum of

THIRTY MILLION DOLLARS (\$30,000,000)

or so much thereof as may be advanced or paid and re-advanced hereunder, as hereinafter provided, and to pay solely from said warrant fund interest on the unpaid balance of said principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, at a fixed per annum rate of interest equal to [rate]% (computed on the basis of the actual number of days elapsed over a 360-day year), said principal and interest being payable as follows:

(a) On July 1, 2021, and on each January 1, April 1, July 1, and October 1 thereafter, through and including April 1, 2023, the interest accrued on the outstanding principal balance of this Warrant to each such date of payment; and

(b) On April 29, 2023, the entire outstanding principal balance of this Warrant plus all accrued interest thereon.

Payment of the principal hereof and interest hereon shall be made at the office of the Payee or at such other place as shall be designated to the County in writing by the Payee, provided the final payment of principal of and interest on this Warrant shall be made only upon presentation and surrender of this Warrant to the County for cancellation.

The County may, on any date, pay in advance the entire unpaid principal balance of this Warrant or any lesser portion or portions thereof by paying to the Payee the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

This Warrant is a master Warrant under a revolving line of credit extended by the Payee to the County, and it is contemplated that the proceeds of the loan evidenced hereby will be advanced, or paid and re-advanced, by the Payee to the County in installments, as requested by the County (as to amount and date), and it is further contemplated that by reason of prepayments hereon there may be times when no indebtedness is owing hereunder; notwithstanding any such occurrence, this Warrant shall remain valid and shall be in full force and effect as to each principal advance made hereunder subsequent to each such occurrence. Each principal advance and each payment made on this Warrant shall be reflected by the notations made by the Payee on its internal records (which may be kept by computer or by other means determined by the Payee) and the Payee is hereby authorized so to record thereon all such principal advances and payments. The aggregate unpaid principal amount of this Warrant reflected on the internal records of the Payee (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid. No failure of the Payee so to record any advance or payment shall limit or otherwise affect the obligation of the County hereunder with respect to any advance, and no payment of the principal by the County shall be affected by the failure of the Payee so to record the same.

THIS WARRANT SHALL BE VALID AND ENFORCEABLE AS TO THE AGGREGATE PRINCIPAL AMOUNT ADVANCED AT ANY TIME HEREUNDER, WHETHER OR NOT THE FULL-FACE AMOUNT HEREOF IS ADVANCED.

This Warrant is issued pursuant to the Constitution and laws of the State of Alabama, including Section 11-28-1 et seq. of the ALA. CODE (1975), as amended, and a resolution and proceedings of the governing body of the County duly passed, held and conducted on April 20, 2021 (the “Authorizing Proceedings”).

The indebtedness evidenced and ordered paid by this Warrant is a general obligation of the County and the full faith and credit of the County are pledged to the payment of the principal and interest hereon.

The County established a special fund in the Authorizing Proceedings designated as the “Series 2021-A General Obligation Taxable Warrant Fund” for the payment of the principal of and interest on this Warrant and has obligated itself to pay or cause to be paid into said Fund from the taxes and revenues of the County sums sufficient to provide for the payment of the principal of and interest on this Warrant as the same matures and comes due.

This Warrant is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the County. The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Warrant shall be made only to or upon the order of the registered owner hereof or its legal representative, and neither the County nor any agent of the County shall be affected by

any notice to the contrary. Payment of principal of and interest on this Warrant shall be valid and effectual to satisfy and discharge the liability of the County upon this Warrant to the extent of the amounts so paid.

This Warrant may be transferred only upon written request of the registered owner or its legal representative addressed to the County, such transfer to be recorded on said book of registration and endorsed hereon by the County. Upon presentation to the County for transfer, this Warrant must be accompanied by a written instrument or instruments of transfer satisfactory to the County, duly executed by the registered owner or its attorney duly authorized in writing, and the County shall endorse on the schedule attached hereto for such purpose the principal amount of this Warrant unpaid and the interest accrued hereon to the date of transfer. No charge shall be made for the privilege of transfer, but the registered owner of this Warrant requesting any such transfer shall pay any tax or other governmental charge required to be paid with respect thereto.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description and that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant and the adoption of the Authorizing Proceedings have happened, do exist and have been performed in time, form and manner as so required.

IN WITNESS WHEREOF, the County, acting by and through its governing body, has caused this Warrant to be executed in its name and on its behalf by its Chairman and its county seal to be hereunto affixed and attested by its County Administrator, and has caused this Warrant to be dated April 29, 2021.

BALDWIN COUNTY

COUNTY SEAL

By _____
Its Chairman

Attest: _____
County Administrator

REGISTRATION CERTIFICATE

I hereby certify that this Warrant has been duly registered by me as a claim against Baldwin County and the Warrant Fund referred to herein.

County Administrator of Baldwin County

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the registry books of Baldwin County in the name of the last owner named below. The principal of and interest on this Warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of County</u>
<u>April 29, 2021</u>	<u>[LENDER]</u>	_____, County Administrator
_____	_____	_____
_____	_____	_____

ENDORSEMENT BY COUNTY OF UNPAID PRINCIPAL
AND ACCRUED INTEREST ON DATE OF TRANSFER

<u>Date of Transfer</u>	<u>Principal Unpaid</u>	<u>Accrued Interest on Date of Transfer</u>	<u>Signature of Authorized Officer of County</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 4. Execution of the Warrant.

The Warrant shall be manually executed in the name and on behalf of the County by the Chairman and shall be manually attested by the County Administrator of the County, and the official seal of the County shall be manually imprinted thereon. The Registration Certificate shall be manually executed by the County Administrator. The Registration of Ownership of the Warrant shall be manually executed by the County Administrator of the County who shall make the endorsements provided at the time of any transfer. Said officers are hereby directed to so manually execute, attest and register the Warrant and to make the appropriate endorsements and notations, if any, thereon.

Section 5. General Obligation; Warrant Fund.

(a) The Warrant and the interest thereon shall constitute a general obligation debt of the County. The Warrant is an obligation of the County to which the full faith and credit of the County is pledged.

(b) To secure the payment of the principal of and interest on the Warrant and to secure for the benefit of the registered owner of the Warrant the faithful performance of all of the covenants and provisions contained herein, in the manner and to the extent so provided, the County (1) does hereby pledge unto the registered owner of the Warrant and its registered assigns the full faith and credit of the County, (2) does hereby create and establish a special fund designated the "Series 2021-A General Obligation Taxable Warrant Fund" (the "Warrant Fund"), which shall be held by the Bank as custodian and paying agent of the Warrant, and will make the payments required to be made into the Warrant Fund established under this Authorizing Resolution, with the understanding that the interest payments shall be based on the new interest rate established herein, and (3) does hereby covenant and agree to pay or cause to be paid into the Warrant Fund a sufficient amount of the revenues and taxes of the County to pay the principal of and interest on the Warrant.

(c) The County further covenants and agrees to collect or cause to be collected all taxes and revenues when due and to apply the same as provided in this Resolution.

Section 6. Expenses of Collection; Interest After Maturity.

The County covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Warrant or its registered assignees all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee. If any amount of principal of and, to the extent legally enforceable, interest on, this Warrant shall not be paid when due, such amount shall bear interest at the same rate as the rate on the Warrant from the scheduled date of payment to the date such payment thereof is made.

Section 7. No Federal Tax Exemption for Interest or "Bank-Qualified" Designation

The interest received by the registered owner of the Warrant is includable as gross income for federal income taxation purposes under the Internal Revenue Code of 1986, as amended (the "Code"). The Warrant is not federally "tax-exempt" and will not be designated as "bank-qualified" under Section 265 of the Code.

Section 8. Delivery of Warrant; Advances

(a) The Chairman and the County Administrator, or either of them, are hereby authorized and directed to effect delivery of the Warrant to the Bank. The Chairman and the County Administrator, or either of them, are hereby further authorized and directed to execute and deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrant and the absence of pending or threatened litigation with respect thereto. The Chairman and the County Administrator are hereby authorized and directed to execute such other agreements as may reasonably be requested.

(b) The Chairman and the County Administrator, or the County Clerk/Treasurer, may request advances on the Warrant in writing to the Bank. Proceeds of the Warrant shall be wire-transferred to the account(s) designated by the County in writing to the Bank.

Section 9. Events of Default

The County agrees that its failure to pay the principal of or interest on the Warrant on any date on which any installment of principal of or interest on the Warrant shall become due and payable shall be an event of default with respect to the Warrant whereupon the registered owner of the Warrant may seek a writ of mandamus from a court of competent jurisdiction on such matter.

Section 10. Severability.

The provisions of this Resolution are severable. In the event that any one or more of such provisions or the provisions of the Warrant shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Resolution or of the Warrant, and this Resolution and the Warrant shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 11. Repeal of Conflicting Provisions.

All resolutions, proceedings and orders or parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 12. Provisions of Resolution a Contract.

The terms, provisions and conditions set forth in this Resolution constitute a contract between the County and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

Section 13. Approval of County Government Bond Financing Review Form.

The County Government Bond Financing Review Form in substantially the form and of substantially the content as that which is presented to and considered by the Commission, is hereby authorized, approved and adopted. The Chairman and the County Administrator are hereby authorized and directed to complete, execute and deliver such form as required by the terms thereof and to provide therein such answers and responses as are consistent with this resolution and order.

After said resolution and order had been discussed and considered in full by the Commission, it was moved by Commissioner _____ that said resolution and order be now adopted. The motion was seconded by Commissioner _____. The question being put as to the adoption of said motion and the passage and adoption of said resolution and order, the roll was called with the following results:

Ayes: Joe Davis, III, Chairman
James E. Ball, Vice-Chairman
Billie Jo Underwood
Charles F. "Skip" Gruber

Nays: None

The Chairman thereupon declared said motion carried and the resolution and order passed and adopted as introduced and read.

Adopted this 20th day of April 2021.

Chairman

SEAL

Authenticated and Attested:

County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0758, Version: 1

Item #: BH1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Brian Peacock, CIS Director

Submitted by: Brian Peacock, CIS Director

ITEM TITLE

DocuSign Agreement for Electronic Signatures

STAFF RECOMMENDATION

Due to DocuSign not being a listed vendor with Baldwin County Commission, take the following action:

1) RESCIND the action taken by the Baldwin County Commission, during its regularly scheduled meeting on August 4, 2020, more specifically, the staff recommendation regarding Agenda Item BA1, which approved as follows:

“Approve a Master Services Agreement between DocuSign and Baldwin County Commission and accept the DocuSign Terms and Conditions for the provision of e-signatures to be used by various Baldwin County Commission departments.”

BACKGROUND INFORMATION

Previous Commission action/date: 8/4/2020

Background: The software was not purchased directly from company and the Agreements were not needed.

The purchase of software was completed through Software House International, which is a current vendor for Baldwin County Commission.

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

Agenda Action Form

File #: 21-0757, Version: 1

Item #: BH2

Meeting Type: BCC Regular Meeting
Meeting Date: 4/20/2021
Item Status: New
From: Brian Peacock, CIS Director
Submitted by: Brian Peacock, CIS Director

ITEM TITLE

Tensaw Volunteer Fire Department - Agreement Regarding Baldwin County Commission Interoperability Communications System

STAFF RECOMMENDATION

Approve and authorize the Chairman to sign an "Agreement Regarding Baldwin County Interoperability Communications System for Tensaw Volunteer Fire Department."

This Agreement shall be for a term of three (3) years from the date of full execution, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate the Agreement by giving ninety (90) days written notice of such termination to the other party.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This Agreement establishes the permission, guidelines, compensation and requirements for the use of the Baldwin County Interoperable Radio System by the Tensaw Volunteer Fire Department.

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?
Existing agreement that has been used with other agencies currently on system

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):
Obtain signatures, send fully executed Agreement to Tensaw VFD

Tensaw VFD
Attn: Darren Slaughter
Post Office Box 148
Stockton, Alabama 36579

Additional instructions/notes: N/A

**AGREEMENT REGARDING
BALDWIN COUNTY INTEROPERABILITY COMMUNICATIONS SYSTEM
FOR TENSAW VOLUNTEER FIRE DEPARTMENT**

This Agreement Regarding Baldwin County Interoperability Communications System for Volunteer Fire Department ("Agreement") is entered into as of the date of execution of this Agreement by the Chairman of the Baldwin County Commission by and between Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (the "Baldwin County Commission"), and Tensaw Volunteer Fire Department (the "Tensaw VFD") as and subject to the terms and conditions set forth below.

WITNESSETH:

Section 1. Purpose:

This Agreement establishes the permission, guidelines and requirements for the use of the Baldwin County Interoperability P25 700 MHz (sometimes referred to as the "System") by the Tensaw VFD.

Section 2. Authority:

Participation in this Agreement and permission to use the System requires the approval and authorization of the Baldwin County Commission and shall be managed by the Baldwin County Communications and Information Systems Department ("CIS") and the Baldwin County Commission Interoperability Communications Advisory Committee, as authorized by the Baldwin County Commission.

Section 3. Applicability:

This Agreement authorizes the use of Baldwin County Interoperability channels and radio frequencies by Tensaw VFD as approved and authorized by the Baldwin County Commission, in its discretion, based on recommendations by the Baldwin County Interoperability Advisory Committee. The Baldwin County Commission reserves the right to add or remove approved and authorized agencies, entities or individuals.

Section 4. Understanding:

A. The Baldwin County Commission by and through the Baldwin County Communication and Information Systems Department ("CIS") shall do the following:

1. Manage and maintain proper licenses for the use of the interoperability frequencies.

2. — Manage and maintain an accurate database of federal, state, county and local government entities or agencies that have been approved and authorized to use the System.
3. Issue any talk groups, channels or subscriber IDs that will be used on the System.
4. The Baldwin County Commission shall have the authority to monitor proper usage of the Interoperability talk groups and channels, although the Baldwin County Commission and its departments, committees or employees shall not be liable for any content or misuse of the System.
5. Maintain the System's operations, functionality and upgrades, as deemed necessary for optimal performance of the System.

B. Tensaw VFD shall do the following:

1. Participate in Baldwin County communications planning for countywide communications interoperability as may be required by the Baldwin County Commission, by and through CIS.
2. Manage the proper usage of interoperability frequencies, talk groups and channels by its employees, ensuring compliance with any Federal, State, County or Local laws, ordinances and rules.
3. Utilize the interoperability frequencies, talk groups and channels hereby authorized for their intended purpose of coordination between emergency first responders.
4. Use the interoperability frequencies, talk groups and channels for on-scene incident communications, as established by the on-scene Incident Commander and governed by any Federal, State, County or Local laws, ordinances or rules.
5. Implement radio communications procedures consistent with National Incident Management Systems (NIMS) and Incident Command Systems (ICS) including:

a. Use of “plain language” without 10-codes or agency specific codes/jargon.

b. Use the calling protocol: “Agency/Unit Call-sign, this is Agency/Unit Call-sign, rather than “Call-sign to Call-sign”.

Example: “Spanish Fort VFD 1 to Baldwin Sheriff B1”

6. Ensure that agency mobile, portable and base radios intended for use by the agency for interoperability communications on the 700 MHz radio system are properly configured for the proper interoperability frequencies, talk groups and channels, as outlined by the Baldwin County Commission by and through CIS, and ensure that such radios are properly maintained and upgraded.

Section 5. Procedures:

The Baldwin County Commission reserves the right to adopt, change or amend any policies, procedures or rules related to the use of the System, and/or any provision of this Agreement, as deemed necessary, in its discretion, with or without the consent or approval of the Tensaw VFD or any other entities or agencies. Such change or amendment shall become effective immediately upon its adoption and approval by the Baldwin County Commission. Such change or amendment shall be provided to the Tensaw VFD in writing.

Section 6. Compensation:

The Tensaw VFD shall pay to the Baldwin County Commission the sum of \$10.00 per month for each radio or communication device activated on the System. The CIS Department will verify on a monthly basis the number of radio or communication devices activated on the System for Tensaw VFD. Payments shall be made on or before the February 1 of each year for all sums accrued each month through and including the date of payment. At the termination or expiration of this Agreement, all outstanding amounts owed shall be paid to the Baldwin County Commission within ninety (90) days of such expiration or termination. The Tensaw VFD shall be responsible for all costs of operation for each radio or communication device activated and/or used on the System, including, but not limited to, acquisition costs and costs associated with activation or deactivation of individual radios or communication devices.

Section 7. Term and Termination:

This Agreement shall be for a term of three years, unless otherwise terminated by the parties as set forth herein. Any party may cancel or terminate this Agreement by giving ninety (90) days written notice of such termination to the other party. In the event of such termination, the Tensaw VFD shall bear the cost of separating from the System.

Section 8. Disclaimer of Warranties:

The Baldwin County Commission in no way warrants or guarantees, and expressly disclaims any warranties or guarantees for or related to, the services and/or equipment installed and/or serviced under this Agreement. Reasons that may affect, interrupt, cause failure or otherwise limit the use of such services and/or equipment include, but are not limited to, the following: a power outage, a fiber optic line cable being cut, equipment not configured properly, and/or any event above and beyond the Baldwin County Commission's reasonable control, including, without limitation, any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to Baldwin County or any facilities used by or for Baldwin County, failure of

internet, hosting, telecommunications, or other services to Baldwin County or facilities used by or for Baldwin County, natural disasters, acts of God, or acts of terrorism or war, or the lines not being compatible with the software and/or equipment used by the Tensaw VFD.

THE BALDWIN COUNTY COMMISSION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES AND/OR EQUIPMENT WILL MEET THE REQUIREMENTS OF THE TENSAW VFD. Without limiting the foregoing, the Baldwin County Commission does not warrant that the services and/or equipment will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither Baldwin County nor its Commissioners, officers, directors, employees, representatives, affiliates, or agents will be liable for unauthorized access to Baldwin County's or the Tensaw VFD's transmission facilities or premises equipment or for unauthorized access to, alteration, theft or destruction of, data files, programs, procedures or information through accident, fraudulent means, or equipments or any other method, regardless of whether such damage occurs as a result of the Baldwin County's or its agent's or vendor's negligence. Statements and descriptions concerning the services and/or equipment are informational and are not given as a warranty of any kind.

The Baldwin County Commission does not warrant or guarantee that the information sent, relayed, carried or delivered through any third parties' networks/services will reach its destination or its correct address or recipient, or that the details of the recipient or sender are correct or accurate. Baldwin County shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance of services due to causes beyond its reasonable control.

Section 9. Hold Harmless:

A. Indemnity and Hold Harmless. To the fullest extent allowed by law, Tensaw VFD shall indemnify, defend and hold Baldwin County, its Commissioners, officers, directors, agents, employees and County Representatives (collectively referred to in Section 9 as "BCC") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Baldwin County or any County Representative, as a result of any entry upon or activity conducted by, or any act or omission, by BCC or Tensaw VFD or any Baldwin County or any Tensaw VFD representative, employee, agent, or subcontractor arising out of providing the subject services, including, but not limited to, the construction, maintenance, upgrade, repair or removal of any information or equipment from the property and/or facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the willful misconduct of Baldwin County, county agent, or employee. Baldwin County does not and

shall not waive any rights against the Tensaw VFD which it may have by reason of this indemnification and hold harmless agreement. This indemnification and hold harmless agreement by the Tensaw VFD shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

B. Further Liability. In no event or way will Baldwin County, its Commissioners, officers, directors, or County Representatives be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including, but not limited to, personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the services and/or the equipment installed and/or serviced under this Agreement. The limitations set forth herein apply to claims founded in all areas, including, but not limited, to breach of contract, breach of warranty, and product liability, and apply whether or not Baldwin County was informed of the likelihood of any particular type of damages.

Section 10. Legal Compliance:

The Tensaw VFD shall at all times comply with all applicable federal, state, county, local laws and regulations. The Tensaw VFD agrees to use the services and/or equipment installed and/or serviced under this Agreement only for lawful purposes. The Tensaw VFD will be responsible for any and all liability that may arise out of content transmitted by the Tensaw VFD to any person, whether authorized or unauthorized, using the services and/or equipment.

Section 11. Core Owners Agreements:

This Agreement shall be subject to the Alabama Inter-zone Core Owners Agreement or any other agreement, rules or regulations approved by the Baldwin County Commission as a member or participant of the Core Owners in the operation and maintenance of the state-wide communications system.

Section 12. Miscellaneous:

A. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Baldwin County Commission and the Tensaw VFD have contributed substantially and materially to the preparation of this Agreement.

B. This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

C. This Agreement may not be modified in any manner other than by an agreement as specified herein.

D. This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission.

E. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

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

G. The headings or captions in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

H. The Tensaw VFD's indemnity and hold harmless obligations under this Agreement shall survive expiration or termination of this Agreement.

BALDWIN COUNTY COMMISSION:

By: JOE DAVIS, III

Its: Chairman

Attest:

WAYNE DYESS

As: County Administrator

Tensaw VFD:



By: Darren Slaughter

Its: Fire Chief

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that JOE DAVIS, III, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and Budget Director/Interim County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2021.

Notary Public, Baldwin County, Alabama
My Commission expires: _____

STATE OF ALABAMA

COUNTY OF Baldwin

I, Miranda N. McKinnon, a Notary Public, in and for said County in said State, hereby certify that Darren Slaughter as Chief of the Tensaw Volunteer Fire Department, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Chief of the Tensaw Volunteer Fire Department, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said City of Birmingham Emergency Communications District.

Given under my hand and seal this the 13th day of April, 2021.

Miranda N. McKinnon
Notary Public, Baldwin County, Alabama
My Commission expires: February 25, 2023





Baldwin County Commission

Agenda Action Form

File #: 21-0773, Version: 1

Item #: BN1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Disclaimer, Extinguishment, and Release of Purported Right-of-Way Easements on Knox Landing

STAFF RECOMMENDATION

Authorize the Chairman to execute the *Disclaimer, Extinguishment, and Release of Purported Right-of-Way Easement* documents for Knox Landing.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Documents were recorded on November 9, 2018, and February 16, 2019, purporting to convey rights-of-way on Knox Landing to Baldwin County. The rights-of-way was not accepted by Baldwin County nor used by the public or Baldwin County.

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 3/30/2021) los

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, Highway Department

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration Staff have documents executed by the Chairman and send to Highway Department
(Lisa Sangster) for recording.

Additional instructions/notes: N/A

**DISCLAIMER, EXTINGUISHMENT, AND RELEASE OF PURPORTED RIGHT OF
WAY EASEMENT**

WHEREAS, on November 9, 2018, an instrument purporting to convey a right-of-way for the construction or improvement of a public road from KIM SLOAN DELFAVERO to BALDWIN COUNTY, ALABAMA was recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument Number 1729151;

WHEREAS, BALDWIN COUNTY, ALABAMA by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as the "Baldwin County Commission"), had no knowledge of such conveyance;

WHEREAS, the Baldwin County Commission has not accepted such conveyance from Kim Sloan Delfavero;

WHEREAS, the conveyance by Kim Sloan Delfavero to the Baldwin County Commission was never considered or approved by the Baldwin County Commission;

WHEREAS, the public and the Baldwin County Commission have never used the purported right-of-way conveyed by Kim Sloan Delfavero;

WHEREAS, such conveyance did not satisfy the formalities or requirements of statutory or common law dedication under Alabama law;

WHEREAS, the purported right-of-way described in Instrument Number 1729151 is due to be released and extinguished.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, BALDWIN COUNTY, ALABAMA, by and through the Baldwin County Commission, a political subdivision of the State of Alabama, hereby disclaims, extinguishes and releases any right-of-way conveyed thereto from KIM SLOAN DELFAVERO in Instrument Number 1729151 recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

BALDWIN COUNTY, ALABAMA
By and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By: _____
Joe Davis, III,
Chairman of Baldwin County Commission

Attest:

By: _____
Wayne Dyess
County Administrator of Baldwin County Commission

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 the County Commission of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision on the day the same bears date.

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

Notary Public
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

LAUREN M. COLLINSWORTH of

STONE CROSBY, P.C.
8820 U.S. Highway 90
Daphne, Alabama 36526
Telephone: (251) 626-6696
Facsimile: (251) 626-2617
Email: lcollinsworth@stonecrosby.com
00703051.doc

**DISCLAIMER, EXTINGUISHMENT, AND RELEASE OF PURPORTED RIGHT OF
WAY EASEMENT**

WHEREAS, on February 16, 2019, JOHN MCCAMPBELL purported to convey a right-of-way for the construction or improvement of a public road to BALDWIN COUNTY, ALABAMA, through Instrument Number 1839725 recorded in the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, BALDWIN COUNTY, ALABAMA by and through the BALDWIN COUNTY COMMISSION, a political subdivision of the State of Alabama (hereinafter referred to as the "Baldwin County Commission"), had no knowledge of such conveyance;

WHEREAS, the Baldwin County Commission has not accepted such conveyance from John McCampbell;

WHEREAS, the conveyance by John McCampbell to the Baldwin County Commission was never considered or approved by the Baldwin County Commission;

WHEREAS, the public and the Baldwin County Commission have never used the purported right-of-way conveyed by John McCampbell;

WHEREAS, such conveyance did not satisfy the formalities or requirements of statutory or common law dedication under Alabama law;

WHEREAS, the purported right-of-way described in Instrument Number 1839725 is due to be released and extinguished.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, BALDWIN COUNTY, ALABAMA, by and through the Baldwin County Commission, a political subdivision of the State of Alabama, hereby disclaims, extinguishes and releases any right-of-way conveyed thereto from JOHN MCCAMPBELL in Instrument Number 1839725 recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

BALDWIN COUNTY, ALABAMA
By and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By: _____
Joe Davis, III,
Chairman of Baldwin County Commission

Attest:

By: _____
Wayne Dyess
County Administrator of Baldwin County Commission

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 the County Commission of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision on the day the same bears date.

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

Notary Public
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

LAUREN M. COLLINSWORTH of

STONE CROSBY, P.C.
8820 U.S. Highway 90
Daphne, Alabama 36526
Telephone: (251) 626-6696
Facsimile: (251) 626-2617
Email: lcollinsworth@stonecrosby.com
00703150.doc



Baldwin County Highway Department

0 0.025 0.05 0.075 Miles





Baldwin County Commission

Agenda Action Form

File #: 21-0776, Version: 1

Item #: BN2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Resolution #2021-070 - Small Wireless Facilities on Public Rights-of-Way

STAFF RECOMMENDATION

Adopt Resolution #2021-070 which establishes guidelines for the permitting, installation and construction of small wireless facilities and support structure poles in Baldwin County rights-of-way.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: **Resolution #2021-070 is forthcoming.**

Per Act #2021-5 approved by the Alabama Legislature, adoption of a local resolution relating to the permitting of small wireless facilities and poles in the rights-of-way of the local authority is required by May 1, 2021, for exemption from the provisions of Act #2021-5.

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, is currently reviewing.

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 have Chairman execute Resolution.

Additional instructions/notes: N/A

RESOLUTION #2021-070

**RELATING TO SMALL WIRELESS FACILITIES
ON PUBLIC RIGHTS-OF-WAY**

Section I. Purpose and scope

(1) The purpose of this resolution is to establish guidelines relating to the permitting, installation and construction of small wireless facilities and support structures poles in County rights-of-way in order to comply with federal laws, orders, and regulations. To the extent the provisions of this resolution differ from applicable federal laws, orders, and regulations, the latter shall govern, whether finally approved prior to or subsequent to the effective date hereof.

(2) This resolution is intended to:

(a) Prevent interference with the use of streets, sidewalks, alleys, parkways, and other public ways and places by pedestrians, vehicular traffic, and utilities;

(b) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

(c) Prevent interference with the facilities and operations of facilities lawfully located in rights-of-way, or installed on public infrastructure;

(d) Protect against environmental damage, including damage to trees;

(e) Facilitate the deployment of small wireless facilities to provide the benefits of wireless services to County residents and businesses;

(f) Protect other important County interests, including the public health, safety, aesthetics and local property values, while establishing an orderly process for siting small wireless facilities in the rights-of-way;

(g) It is not the purpose or intent of this resolution to: prohibit or have the effect of prohibiting wireless communication services; unreasonably discriminate among providers of functionally equivalent wireless communication services; regulate the placement, construction or modification of small wireless facilities on the basis of the environmental effects of radio frequency emissions where it is demonstrated that the wireless communications facility does or will comply with applicable FCC regulations; or prohibit or effectively prohibit collocations or modification that the County must approve under state or federal law.

Section II. Definitions

The following words, terms, and phrases, when used in this resolution, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon, including its derivations, means that, following the placement of small wireless facilities or support structures in the County rights-of-way pursuant to a SWF utility permit by a Company, any of the following has occurred: (1) for any reason the SWF or support structure ceases to be used to transmit signals, data or messages or otherwise be used for their intended purposes for a period of 180 days without the Company otherwise notifying the County and obtaining County approval; (2) the County revokes the SWF utility permit for placement and use of those facilities or the support structure due to nonpayment of applicable fees; (3) the failure of the Company to comply with the requirements of this resolution, the franchise agreement, or the SWF utility permit; or (4) the Company fails to perform any of its responsibilities, obligations and requirements in this resolution, franchise agreement, or the SWF utility permit relating to the installation, construction, maintenance, use or operation of the small wireless facilities or support structures, and that breach remains uncured for the applicable cure period.

Accessory equipment or *equipment* means any equipment, other than an antenna, that is used in conjunction with a SWF. Such equipment must be attached to or in the immediate vicinity of a SWF support structure, and includes cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment.

Affiliate or *affiliated person* means any person, directly or indirectly, controlling, controlled by, or under common control with a Company, as defined herein; provided, however, affiliate shall not include any limited partner or shareholder holding an interest of less than 15 percent of a Company, or any creditor of a Company, solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, a Company.

Annual franchise fee means the annual fee for use of the County's rights-of-way.

Antenna means communications equipment that transmits or receives electromagnetic radio signals, electromagnetic waves, radio or other wireless signals used in the provision of wireless communication services, which is attached to a SWF support structure and is used to communicate wireless service. The use of the term 'antenna' shall also refer to the antenna concealment enclosure when such concealment enclosure is required by this resolution or applicable design standards. A concealment element otherwise will not count against the volumetric cap for an antenna when determining if a facility qualifies as a "small wireless facility" under this resolution.

Applicable codes mean the duly adopted technical codes of the County, including the building, fire, electrical, plumbing, or mechanical codes, are adopted by reference from the codes of a national code organization, including any local amendments made thereto at any time and from time to time, or codes that are otherwise applicable in the County. The term includes the regulations of the FCC and the Occupational Safety and Health Administration, as well as any local standards or regulations governing the use of rights-of-way, including those set out herein.

Applicable law means any or all federal or state statutes, county resolutions, rules, regulations, standards, applicable codes, and other laws, now existing or hereafter adopted, as such laws are amended or as they may from time to time be amended or superseded, which apply to a Company's communications services, its facilities, or the matters covered by this resolution. Where reference is made to a specified law, including a specified state statute, the United States Code, or the Code of Federal Regulations, it shall mean and include such laws as amended or as may be from time to time amended or superseded.

Application means an application for a franchise agreement or a SWF permit under this resolution.

Application fee means a SWF permit application fee assessed pursuant to this resolution for the County's review of an application for a permit for a SWF or support structure.

Company means a wireless operator which seeks to enter, or enters, a franchise agreement with the County for use of County rights-of-way for installation of one or more small wireless facilities and/or support structures, and which may seek or obtain one or more SWF permits issued by the County. Sometimes referred to herein as a "grantee" or an "applicant".

County means Baldwin County, Alabama.

County laws mean any codes, regulations, standards, or specifications adopted by reference; and shall also include the sub-article regulations and any other such rules or regulations that departments, agencies, commissions, boards, or bureaus of the County are authorized to establish; all of which are as amended or as may from time to time be amended or superseded.

County-owned pole means (i) a pole owned by the County in the right-of-way that provides street lighting functions, including light poles, (ii) traffic signal poles and stanchions owned by the County, and (iii) a pole or similar structure owned or operated by the County in the right-of-way that supports only wireless facilities. Notwithstanding the foregoing, the term does not include utility facilities owned by public utilities.

County-owned structure means any facility, structure or infrastructure located in the rights-of-way to which the County holds title, including County-owned poles, towers, and communications infrastructure.

County-owned support structure means a County-owned pole or County-owned structure that is available or approved for collocation or attachment of a SWF.

County Engineer is the County representative delegated responsibility for management of the rights-of-way, and to administer and enforce this resolution on behalf of the County, and that person's designee.

Collocate, or its derivations, means to place or install a SWF on an existing support structure that is owned, controlled, or leased by a utility, the County, or other person or entity, including a Company; or the modification or replacement of such a structure for the purpose of such placement or installation.

Day means a calendar day.

Distributed antenna system or *DAS* means a network or facility that distributes radio frequency signals to provide wireless services and consisting of (1) remote antenna nodes deployed throughout a desired coverage area; (2) a high-capacity signal transport medium connected to a central hub site; and, (3) equipment located at the hub site to process or control the radio frequency signals through the antennas, which meets the height and size characteristics of a SWF.

Emergency means a condition that (1) constitutes an immediate danger to the health, welfare, or safety of the public, or (2) has caused or is likely to cause substantial damage to the right-of-way or to facilities in the right-of-way, or adjacent thereto.

FCC means the Federal Communications Commission of the United States or any successor agency.

Franchise agreement means a written agreement between the County and a Company, approved by the County Commission, permitting use of County rights-of way. SWF utility permits will be issued only to wireless operators who have entered a franchise agreement with the County.

Include, or its derivations, does not limit a term to its specified example.

Install, or its derivations, means to install, construct, place, locate, collocate, relocate, replace, or modify a SWF or support structure in the rights-of-way.

Make-ready work means work the County reasonably determines to be required to accommodate a wireless provider's installation on a County-owned support structure and to comply with all applicable standards. The work may include repair, rearrangement, replacement and construction of poles; inspections; engineering work and certification; permitting work; tree trimming (other than tree trimming performed for normal maintenance purposes); site preparation; and electrical power configuration. The term does not include a wireless provider's routine maintenance.

Person means an individual, a corporation, partnership, limited liability company, association, trust, unincorporated organization, or other legal entity or organization.

Private property means real property located in the County that does not lie within the rights-of-way, including such appurtenances or easements attached to or associated with such property, which is not owned by the County, a municipality, the state, or other public body.

Replacement means installing a new SWF support structure of comparable or smaller proportions and of comparable or shorter height to a preexisting small cell support structure in order to accommodate collocation of small wireless facilities, and the associated removal of the preexisting small wireless facilities or support structure. To qualify as a replacement, the replacement support structure must be installed within five feet of the existing support structure which it will replace.

Rights-of-way means the surface of and the space on, above, and below any public street, public road, public highway, public freeway, public lane, public way, public alley, public sidewalk, public boulevard, public parkway, public drive, or public utility easement, immediately adjacent to and parallel with any such street, road, highway, lane, alley, or sidewalk (to the extent of the County's interest or authority), now or hereafter held by the County, whether opened or unopened; but not including any municipal, state, or federal rights-of-way or any property owned or controlled by any person or entity other than the County, except as provided by applicable law or pursuant to an agreement between the County and any such person or entity. Such term shall also not include property such as County parks, County buildings, County property, public works facilities, or public utility facilities owned or leased by the County which is not used or is not typically used as rights-of-way for vehicular or pedestrian transport or the installation of utility distribution facilities.

Separate property means real property, whether private property or property publicly owned or controlled, that does not lie in the rights-of-way.

Small wireless facility or SWF utility permit means a permit issued by the County Engineer to a Company which relates to one or more specified small wireless facilities or support structures in the County right-of-way.

Small wireless facility or facilities (SWF) means antenna and associated accessory equipment, which meet the following requirements: (1) each antenna associated with the deployment, excluding associated accessory equipment, is no more than three cubic feet in volume; (2) all other accessory equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume; (3) the facilities are mounted on structures 50 feet or less in height including their antennas, or are mounted on structures no more than ten percent taller than other adjacent structures located within 100 feet and on the same portion of the right-of-way, or do not extend existing structures on which they are located to a height of more than 50 feet or by more than ten percent, whichever is greater; (4) the facilities do not require antenna structure registration under FCC rules; (5) the facilities are not located on tribal lands, as defined under 36 C.F.R. 800.16; and (6) the facilities do not result in human exposure to radio frequency emissions in excess of the standard specified in applicable FCC rules, as these rules may be hereafter amended. The term includes micro wireless facilities, DAS and other wireless technologies that fall within the above specifications and may be referred to as a “node(s)” when referencing the numbers of small wireless facilities per application or elsewhere in this resolution. Where reference is made in this resolution to small wireless facility or facilities, it shall mean the antenna or associated accessory equipment, or both.

Small wireless facility support structure or support structure means a freestanding structure designed or used to support, or capable of supporting, small wireless facilities. The term includes utility poles, street light poles, and similar structures, which are located solely in the rights-of-way. The term does not include County-owned poles or County-owned structures that are not available or approved for collocation or attachment of a SWF.

Stealth technology or stealth means a method of concealing or minimizing the visual impact of a SWF and support structure by incorporating features or design elements which either totally or partially conceal such small wireless facilities. All wiring associated with the small wireless facilities shall be shrouded or concealed in shrouding on the facility. The use of these design elements is intended to produce the result of having such facilities blend into the surrounding environment or disguise, shield, hide or create the appearance that the small wireless facilities are an architectural component of the support structure.

Technically feasible means that by virtue of engineering or spectrum usage the proposed placement for a SWF, or its design, concealment measure, or site location can be implemented without a material reduction in the functionality of the SWF.

Transmission media refers to the point within a SWF facility or its support structure at which radio waves are guided along a physical path; examples of guided media include twisted pair cables, coaxial cables, and optical fibers, all of which shall be shrouded or concealed within the facility or support structure.

Utility pole means a pole or similar structure located in the right-of-way that is used in whole or in part to provide landline telecommunications services or for electric distribution or a similar utility function. The term does not include such a pole or similar structure 15 feet in height or less unless the County has granted a waiver to permit its use for small wireless facilities.

Wireless communications services or *wireless services* mean communications services made available to subscribers through wireless facilities, including any FCC licensed or unlicensed radio communications services, whether used for transmission or reception of voice, video, or data, including, wireless fidelity (“WiFi”) and personal wireless services as defined by the Communications Act, which includes FCC licensed commercial wireless telecommunications services, including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging and similar services that currently exist or that may in the future be developed. Such term does not include broadcast radio or television services, private business radio services, or amateur radio services.

Wireless facilities mean equipment at fixed locations which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, DAS, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term does not include (1) the structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated; (2) wireline backhaul facilities; or (3) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means any person, including a person authorized to provide telecommunications service in the state, that builds or installs small wireless facilities or support structures, but that is not a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless service provider but does not include utility companies that provide gas, electricity, water, or sewer services that install wireless facilities that are used exclusively for internal utility company communications related to the provision of utility services, such as (a) advanced metering infrastructure (also known as “smart metering” systems); (b) monitoring the security of utility sites and network systems; or (c) monitoring network usage, capacity, or performance. However, if a utility company or any of its affiliates use any such facility to provide services within the definition of “wireless communications services,” or if a utility company or any of its affiliates engages in activities that would make it a “wireless infrastructure provider,” then it shall be considered a “wireless provider” to the extent of its provision of such services or engagement in such activities.

Wireless service provider means a person that provides personal wireless communication services to the public or citizens of the County on a commercial basis and is authorized by the FCC to provide those services.

Section III. Grant of authority

(1) Upon application by a wireless provider on forms provided by the County, the County may enter a franchise agreement with a Company granting a non-exclusive franchise to construct, maintain, and operate small wireless facilities and/or support structures in the rights-of-way in accordance with and subject to the provisions of this resolution, applicable law, and any acceptable additional terms as negotiated by the County or permitted by applicable law. The franchise agreement is subject to approval by the County Commission. Approval of installation of facilities at specific locations or on specific support structures will be administered through the SWF utility permit process set forth in this section.

(2) Each franchise agreement shall contain the following certifications by the Company:

(a) Company is a _____, duly organized, validly existing, and in good standing under the laws of the State of _____, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, to enter, execute and deliver this franchise agreement, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this franchise agreement.

(b) Company, as of the date of this franchise agreement, has adequate financial resources to install small wireless facilities and/or support structures in accordance with the requirements of this resolution, and/or as otherwise required by applicable codes, and knows of no technical or legal impediment which would prevent it from performing as so contemplated.

(c) Company is not prohibited by any agreement or applicable law from entering this franchise agreement.

(d) All corporate actions and consents required on Company's part to enter, execute and deliver this franchise agreement have been completed.

The foregoing certifications are material to the grant of the franchise agreement. A breach of any of the certifications above shall constitute a non-curable default under the agreement, and shall entitle the County to immediately terminate the franchise agreement for cause. A breach of the certification contained in subsection (d) shall constitute a curable default under the agreement, wherein following written notice, a Company will have reasonable time to cure such default.

(3) *Nonexclusive.* A Company's use of the rights-of-way pursuant to a franchise agreement shall be nonexclusive. The County specifically reserves the right to grant, at any time and from time to time, such additional franchises, licenses, use agreements, permits or other rights to use the rights-of-way for any purpose as determined by the County, and to any other person, including itself, as it deems appropriate, subject to applicable law.

(4) *No title.* The grant of a franchise or utility permit shall not convey title, equitable or legal, in the rights-of-way, and the rights granted by the franchise agreement do not excuse the Company from obtaining appropriate access or attachment agreements before locating its facilities on any support structures or County support structures in the rights-of-way.

(5) *Term.* Subject to termination or revocation in accordance with this resolution, the franchise agreement (a) shall be valid for a period of five years from its effective date and shall be subject to renewal as provided in this subsection; provided, however, that if the Company already has entered into a franchise with the County, the County has the option of proceeding under that franchise. Upon a Company's written certification to the Baldwin County Commission within 30 days of the expiration of the term of the franchise agreement that the Company remains in compliance with the provisions of this resolution, the franchise agreement and each SWF utility permit, the franchise agreement will be automatically renewed for one additional five-year term without further action required by the County.

(6) *Operation after termination; holding over.* Notwithstanding anything to the contrary contained in this resolution, in the event a Company, at the sufferance of the County, holds over beyond the term of its franchise agreement and continues to operate all or any part of its small

wireless facilities, provide all or any of its wireless communications services, or otherwise exercise all or any of the rights granted under the franchise agreement, after the term of the agreement, then the Company shall continue to comply with and be subject to all applicable provisions of this resolution, including all fee and other payment provisions, throughout the period of such holding over, provided that any such holding over shall in no way be construed as a renewal or other extension of the franchise agreement. In the event the term of a franchise agreement has expired and the parties are in the process of re-negotiating, applying for, or processing an application for a renewal of the franchise agreement or a new franchise agreement, or as they may otherwise agree, the agreement shall continue on a month-to-month basis, unless either party gives 30-days' advance written notice to the other that they desire to terminate the agreement.

(7) *Franchise agreements or SWF utility permits for uses of rights-of-way*

(a) The franchise agreement or SWF utility permits entered pursuant to this resolution only relates to, and only grants a Company authority with respect to, the placement of small wireless facilities on or in the immediate vicinity of support structures, including fiber optic cable for up to 10 feet on either side of the support structure, that are located or proposed to be located in the rights-of-way. No provision in this resolution is intended to permit, regulate or authorize the placement by a Company of wire or fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that is used to transport communication signals, data or messages between support structures or between any other points in the rights-of-way. In the event a Company desires to place communications equipment or other facilities along the rights-of-way of a kind not authorized by the franchise agreement, it shall obtain a separate franchise agreement or similar authorization from the County relating to the construction of other types of facilities or use of other locations on or along the rights-of-way.

(b) If a Company desires to use any of its small wireless facilities for the purpose of providing any services other than the provision of telecommunications or information service, such as cable service, other subscription multichannel video programming services, utility, or other non-utility services to existing or potential subscribers or resellers, or by providing any other use of small wireless facilities to existing or potential consumers, the Company shall seek such additional and separate franchise, use agreement, or authorization from the County or other authority as may be required by applicable law.

(c) *Only small wireless facilities allowed.* No wireless facilities, other than small wireless facilities or small wireless facility support structures, shall be allowed or permitted in the rights-of-way pursuant to a franchise agreement as defined herein.

(8) *Records and reports.* Each Company shall cooperate with the County with respect to the administration of this resolution and to this end, shall furnish or make available to the County upon request, at no cost to the County, such records, reports, and other information reasonably necessary, as determined by the County, for the administration and enforcement of this resolution and in such form and manner as prescribed by the County.

(9) *Revocation.* The County may terminate a franchise agreement or revoke a SWF utility permit in accordance with this resolution.

Section IV. Notice of transfer, sale or assignment

(1) *Notice of transfer.* A Company shall not sell, transfer, lease, assign, set, or dispose of, in whole or in part, its small wireless facilities or support structures in the rights-of-way without providing the Baldwin County Commission prior written notice:

- (a) Identifying the entity (hereinafter referred to as “successor in interest”) that will acquire control of the Company or the facilities;
- (b) A summary of the proposed transaction; and
- (c) A statement from a person with authority to bind the successor in interest certifying under penalty of perjury that the successor in interest agrees to and accepts, and is able to meet the terms and conditions of, this resolution, the franchise agreement, and each SWF utility permit.

(2) *Notice of consummation.* Within 45 days after the closing of the transaction, or such additional time as the Baldwin County Commission may allow, the successor in interest shall submit to the Baldwin County Commission a written certification, executed by an authorized representative of the successor in interest, certifying under penalty of perjury that

- (a) The successor in interest accepts and agrees to be bound by, and to assume all liabilities and obligations of the Company under this resolution;
- (b) All required licenses, consents, certificates of public convenience and necessity, or other governmental authorizations issued by the FCC, the Alabama Public Service Commission or any other agency having jurisdiction over the successor in interest’s acquisition of an interest in the Company or its facilities have been obtained;
- (c) Proof of insurance and the posting of any required security in accordance with this resolution; and
- (d) The names and addresses of those persons to whom notice as may be required hereunder should be directed.

(3) *Outstanding compensation due.* In the event the Company has outstanding compensation, payments or other liabilities due to the County that have not been paid or satisfied prior to close of the transaction, both the Company and the successor in interest shall be jointly and severally liable to the County for same. The post-transaction notice requirements of this subsection shall also apply to transfers or mergers with an affiliated person.

Section V. Application for SWF, supporting structure permits

(1) *Pre-application review.* Prior to the submission of an application for a utility permit for a SWF or supporting structure, a Company is encouraged to have a voluntary pre-application meeting with the County Engineer to review preliminary documents and graphic exhibits of the proposed facilities or support structures and discuss the application, location, and design requirements for the proposed facilities, and the provisions of the franchise agreement. The primary purposes of the review are to streamline application processing and reduce site plan and design revisions, as well as the multiple reviews associated therewith. If a Company utilizes the pre-application review process, the applicable timelines for review will not begin until an application is formally submitted following the pre-application meeting.

(2) A permit application must be submitted for each small wireless facility or new support structure on a form, paper or electronic, provided by the County. If a Company has a good faith belief that any information submitted is proprietary or confidential, the Company must so mark each page prior to submittal. An application packet will be maintained by the County Engineer.

(3) Subject to County regulations concerning right-of-way construction, a SWF utility permit is not be required for small wireless facilities and support structures for which a permit was previously awarded, in the following instances:

(a) For routine maintenance or repairs.

(b) For replacements or modifications that do not appreciably change position, characteristic, size, or appearance of the existing facility, unless such change would violate a provision of this resolution, the franchise agreement, or the SWF utility permit.

(4) When a SWF or support structure has been installed without a SWF utility permit due to an emergency, a permit application must be submitted within ten days if a permit would originally have been required to perform the work undertaken in connection with the emergency. Absent the submittal of an application, the SWF or support structure must be removed.

(5) *Inspection and Notice of Completion.* In addition to any inspections that may be required in connection with building, electrical, or other permitting, the County reserves the right to inspect all SWF or support structure work to ensure compliance with this resolution, the franchise agreement, and applicable permits. Upon completion of a facility or support structure installation, the Company shall provide written notice and certification of compliance, that the facilities or support structure were constructed in accordance with the approved specifications.

Section VI. Fees – Applications for SWF permits and Annual Franchise Fees

(1) *Annual franchise fee.* As compensation for access to the right-of-way pursuant to a franchise agreement, the County may elect to charge an annual franchise fee set by the County Commission as amended from time to time, but not to exceed \$100 per year per SWF and \$170.00 per year per SWF collocated, mounted, or installed on or adjacent to poles owned or controlled by the County. Notwithstanding the foregoing, the County may increase the amount of the foregoing annual franchise fee as long as the increased fee is either:

(a) A reasonable approximation of the County's costs associated with or allocable to a Company's use and occupancy of the rights-of-way, and

(b) No greater than the fees charged to similarly situated competitors for their installation of similar communications facilities in the rights-of-way; or

(c) Otherwise consistent with applicable law.

(2) *Franchise fee computation and payment; report.*

(a) The franchise fee shall be due the January 1st following issuance of an SWF utility permit and last payable without penalty on January 31st.

(b) The franchise fee shall be due and paid for each succeeding year thereafter no later than January 31st.

(c) Each annual franchise fee payment shall be accompanied by a report, certified as true and accurate by an officer of the Company, setting forth the basis for the computation of that year's fee and listing the location of each of the Company's small wireless facilities and support structures during the preceding calendar year.

(3) *Inspection and audit; verification.*

(a) Subject to the provisions of subsection (b) below, the County shall have the right to inspect and audit, at the Company's offices where such records are maintained, all records relevant to calculating the franchise fee.

(b) Should the Company's records be located in another city or state, the Company shall, upon the written request of the County, make such records available to the County at a mutually agreed upon time and location within the County. Each party shall pay its own costs and expenses incurred in connection with any such audit, except in the event there is an underpayment of five percent (5%) or more of the amount which was due and payable to the County, in which case, in addition to making full payment of the relevant obligation, the Company will promptly pay the actual costs and expenses incurred by the County, including attorneys' fees and the professional fees of the auditor performing the audit; provided, however, the Company's obligation to pay such costs and expenses shall be capped at \$15,000.00 for any one audit. The County may not retain any person or entity to perform the audit whose compensation is dependent in any manner upon the outcome of the audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

(c) Any additional amount due to the County as a result of the audit, including interest, shall be paid by the Company within 30 days after receipt of written notice from the County accompanied by a copy of the audit report and any other supporting documents utilized to determine the amount due.

(4) *Final payment.* In the event a Company quits its operations within the County, it shall provide the County a report for the calendar year through the date of cessation of operations, which report shall itemize each SWF and supporting structure maintained by the Company during such year, and the date of its removal; and shall make a final payment of any amounts owed to the County within 90 days thereafter; provided, this subsection shall be inapplicable to a transfer, sale or assignment pursuant to Section 4.

(5) *Evasion of franchise fee prohibited.* Any action or transaction having the effect of circumventing or evading the payment of a franchise fee, whether by the non-reporting of small wireless facilities or support structures or any other means which evades the payment of franchise fees, is prohibited. For a violation of this subsection, the County may, in addition to all other remedies, require the Company to remove any non-reported facility or support structure at its sole risk and expense, and pay a penalty of three times the annual franchise fee which was evaded, without proration. The removal of the non-reported facility or support structure shall be subject to the removal, repair and restoration requirements contained in this resolution.

(6) *Affiliate-owned facilities.* Small wireless facilities or support structures owned by an affiliate of a Company shall be included in the calculation of the franchise fee, unless a fee is paid to the County by such affiliate in accordance with this section.

(7) *No waiver of County rights.* Acceptance of any payment by the County shall not be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release or waiver of any claim the County may have for further or additional sums payable under the provisions of this resolution. All amounts paid shall be subject to audit and re-computation by the County as provided herein.

(8) *Application of interest.* In the event any payment is not made when due date, interest shall accrue from such date at the then-current statutory rate for pre-judgment interest.

(9) *County office for payment.* Unless the County permits electronic payments or provides another payment method, all remittances for the monies due hereunder shall be mailed or delivered to the address provided by the Baldwin County Clerk. Such remittances shall clearly identify or reference the Company, its franchise agreement, and SWF facilities or support structures.

(10) *Removal fee may be applicable.* A fee for removal of small wireless facilities or support structures is hereby authorized as necessary, unless the removal does not hinder vehicular or pedestrian traffic or an ongoing County project or improvement, and the County incurs no additional cost to ensure safe removal.

(11) *Additional cost for make-ready work.* Prior to installation of any small wireless facilities to County-owned support structures, a Company shall reimburse the County for make-ready work or construction necessary for attachment of such facilities.

(12) *Escalation of fees.* Notwithstanding anything to the contrary contained in this section, the fees required under subsection (1) of this section may be adjusted to recover a reasonable approximation of the County's actual and reasonable costs in administering and overseeing the small wireless facilities and support structures installed pursuant to this resolution.

Section VII. Permit application requirements

(1) *Franchise agreement required.* SWF utility permit applications will be accepted only from a Company which has entered into a franchise agreement with the County, approved by the County Commission, and complied with the terms thereof.

(2) *Application requirements.* A SWF utility permit application shall contain the following:

- (a) The Company's name, address, telephone number, and e-mail address;
- (b) The names, addresses, telephone numbers, and e-mail addresses of all representatives authorized to act on behalf of the Company with respect to the filing of the application;
- (c) The most adjacent address and latitude/longitude or geographic coordinates (GPS), accurate to six (6) decimal places, for each proposed SWF or structure;
- (d) A technical description of the proposed SWF including detailed diagrams with dimensions, volumes, materials, finishing, color, etc. and photo-simulations accurately depicting the antenna facility and associated pole(s), if applicable. The scope and detail of such description shall be appropriate to the nature and character of the work to be

performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed;

(e) Site, structural, and elevation plans for the pole and associated foundation drawn to scale, prepared and stamped by a professional engineer licensed in the State of Alabama, identifying the proposed SWF, including the number, size, type of the antenna facilities and associated pole(s), conduit, cables, electrical power source, meter and disconnect, proximity to other small wireless facilities in the area, surface and underground infrastructure existing and proposed. Include pole and foundation height, depth, diameter, and reinforcement;

(f) Certification by a licensed engineer that the SWF and any support structure will comply with all applicable codes and FCC rules and regulations;

(g) Certification that the Company is a franchised wireless provider as defined herein, authorized to construct, maintain and operate small wireless facilities or support structures;

(h) A declaration signed by an authorized representative of the Company to the effect that the information in the application is true and accurate and that the SWF and associated support structure, if any, will be constructed in conformance with the specifications contained therein;

(i) In the case of a new pole, a statement relating to the new pole's ability to collocate additional small wireless facilities;

(j) In the case of a new pole, documentation demonstrating collocation does not provide a feasible alternative for the provision of wireless services in the area;

(k) In the case of a proposed attachment to a County-owned facility or pole, an executed attachment agreement with the County;

(l) In the case of a proposed attachment to a pole owned by another entity, an executed attachment agreement with that entity; and

(m) In the case of ground mounted equipment, a concealment element plan.

(3) *Amendment.* Any amendment to information contained in an application shall be submitted in writing within 10 days after the change necessitating the amendment. An amendment that materially changes the scope or nature of the application shall restart the timelines contained in this resolution.

Section VIII. Effect of SWF utility permit

(1) *Authority granted; no property right or other interest created.* A SWF utility permit authorizes a Company to undertake only the activities noted therein. The permit does not create a property right or grant authority to impinge upon the rights of others having an interest or right-of-use in the rights-of-way.

(2) *Duration.* No permit to conduct construction, installation or other activities in the right-of-way shall be valid for more one (1) year; provided, the County Engineer may grant one extension of time, for a period not exceeding one (1) year, upon Company's written request demonstrating reasonable cause for the need. Thereafter, a Company shall be required to make application for a new SWF utility permit.

(3) *No warranties.* The County makes no warranties or representations regarding the fitness, suitability, or availability of the County's right-of-way or County-owned support structures. A Company's use of the County's right-of-way or County-owned support structures for installation and operation of small wireless facilities or for provision of wireless service is at its sole risk.

(4) *Revocation of SWF permits.* Revocation of SWF permits shall be governed by this resolution.

Section IX. Action on SWF permit applications

(1) The County Engineer shall review an application for a SWF permit considering its conformity with applicable provisions hereof and shall issue a SWF permit on nondiscriminatory terms and conditions subject to compliance with requirements hereof.

(2) An application for a SWF permit may be denied if the proposed SWF; a proposed new, modified, or replacement pole; or a proposed collocation:

- (a) Interferes with the safe operation of traffic control equipment;
- (b) Interferes with sight lines or clear zones for transportation, vehicular traffic, or pedestrians;
- (c) Interferes with or fails to comply with the Baldwin County Highway Department Utility Manual, as amended from time to time;
- (d) Fails to comply with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
- (e) Fails to comply with American Association of State Highway Transportation Offices (AASHTO) or other applicable codes;
- (f) Fails to comply with the provisions of this resolution, the franchise agreement, or applicable law;
- (g) Is proposed to be located more than five feet from the right-of-way line, unless otherwise approved by the County Engineer;
- (h) In the case of small wireless facilities, is proposed
 - (i) To be mounted on any arms or any horizontal structure used to support or mount traffic control signals or other traffic control devices;
 - (ii) To be placed less than ten feet away from energized electrical distribution lines, unless otherwise approved by the electric utility;
 - (iii) To be hung from energized electrical lines; or

- (iv) To be mounted on abandoned poles or poles to be removed in conjunction with the undergrounding of electrical utilities in a particular area.

Section X. Application review; decisions; timeframes

(1) *Franchise agreement required.* Applications for SWF utility permits will not be accepted prior to a Company having entered a franchise agreement with the County, and approval thereof by the County Commission.

(2) *Review for completeness.* Within ten days after receipt of an application, the County Engineer will determine and notify the Company (all notifications from the County Engineer to the Company under this section shall be sent via electronic mail, directed to the address provided in the application) whether the application is complete. An application shall not be deemed complete until the Company has submitted all documents, information, forms and fees set out herein, pertaining to the location, construction, and configuration of the proposed small wireless facilities or support structures at the requested location(s).

(a) *First notice of incomplete application.* If an application is deemed incomplete, the County Engineer will notify the Company and specifically identify (a) the missing documents or information, and (b) the specific rule, regulation or code provision creating the underlying obligation to provide same. If the Company makes a supplemental submission to address or provide the missing information or documents identified by the County within 60 days, the County shall have ten days thereafter to verify that the application is complete. If no supplemental submission is made, the application shall be deemed denied.

(b) *Second notice of incomplete application.* If the supplemental submission is incomplete, the County Engineer will again notify the Company, and specifically identify the missing documents or information required to be submitted pursuant to the County's original notice. If a Company fails to submit sufficient documents or information to render the application complete within 60 days of the second notice, the application shall be deemed denied.

(c) *Content of supplemental submissions.* The additional documents or information provided in supplemental submissions shall be limited to the deficiencies cited in the notice(s) from the County. No material changes shall be made to the original application other than those necessary to cure any identified deficiencies.

(d) *Material changes.* If a supplemental submission includes material changes to the facilities identified in the original application, proposes or requests a small wireless facility not identified in the original application, or otherwise includes or makes a material change to the original application other than as necessary to cure the deficiencies identified by the County, such supplemental submission shall be deemed a new application.

(3) *Timeline for action on applications.* Unless otherwise agreed by the Company and the County Engineer, the County Engineer will approve or deny applications for SWF permits within the time period set forth below, plus any tolling period as set out in subsection 4:

(a) For applications to collocate a small wireless facility on an existing structure, within 60 days of receipt of a complete application;

- (b) For applications to deploy a small wireless facility on a new structure, within 90 days of receipt of a complete application;
 - (c) For multiple applications or a single, consolidated application for a small wireless facility network project which seeks approval of a mix of collocated small wireless facilities and new structures (i.e., one or more of the applications is for a new structure), within 90 days of receipt of a complete application.
- (4) *Tolling period.* Unless otherwise agreed by the Company and the County Engineer, the time periods applicable to action on an application shall be tolled as follows:
- (a) When notice has been given by the County Engineer pursuant to subsection 2(a) above, the time period for action on the application shall reset and not begin until the Company timely submits all documents and information identified by the County in the first notice (i.e., the date of submission is day zero);
 - (b) When notice has been given by the County Engineer pursuant to subsection 2(b) above, the time period for action on the application shall reset and not begin until the Company timely submits all documents and information identified by the County in the second notice (i.e., the date of submission is day zero).
- (5) *Final decision.* The County Engineer will notify the Company in writing of his final decision and, if the application is denied, provide the basis for such denial.
- (6) *Effect of timelines.* The failure of the County to act on an application within the processing timelines set forth herein shall not constitute, or be construed to constitute, a grant or approval of an application. Upon expiration of such time periods, the Company may pursue such remedies as are available under applicable law.
- (7) *Batched applications.* Applications for multiple facilities or locations may be submitted as follows:
- (a) No single batched submittal shall contain more than ten (10) applications;
 - (b) There must be a minimum of ten (10) days between submittals of batched applications by the same Company;
 - (c) No more than three (3) batched applications may be submitted in by the same Company in any thirty consecutive day period;
 - (d) The County reserves the right to negotiate the submittal of batched applications by a single Company on large scale installations and the Company and the County shall set out their agreement as to the process, timeline, and costs for initial project review in writing.
- (8) *Burden of Proof.* The Company shall at all times bear the burden of establishing compliance with the requirements of applicable codes, this resolution, and the licensing agreement.

(9) *Appeal:* Upon denial of an application by the County Engineer, the Company may, at its option, seek review in a court of competent jurisdiction or file a written appeal to the County Commission within 15 days. An appeal will be considered by the Commission at a regular meeting, within 30 days. The Company will be notified of the date of such meeting. The Company may seek review of an adverse decision by the Commission in a court of competent jurisdiction.

Section XI. Small Wireless Facilities in the Rights-of-Way; Collocation, Design, Concealment, and Aesthetic Requirements

(1) Small wireless facilities and any new, modified, or replaced pole for the collocation of small wireless facilities in the rights-of-way shall meet the following collocation requirements:

(a) *Collocation first.* Facilities may be installed on new poles only if the Company demonstrates that (i) no reasonable collocation opportunities exist in the area where the facility is proposed to be placed; or (ii) attachment to a new structure will achieve a more visually appealing design, demonstrably more effective service coverage, or some other public benefit not achieved by collocation. The Company must support its claim through written evidence such as affidavits, correspondence, engineering reports or other information demonstrating that the Company has taken reasonable action to achieve collocation in the requested location but has received no response or has been denied reasonable access to all potential collocation sites in the subject area, and otherwise show that the Company is unable to collocate on an existing support structure. Only entities granted a certificate of convenience and necessity by the public service commission pursuant to Code of Ala., § 37-4-28 or licensed by the Federal Communications Commission may erect new poles in the County's rights-of-way.

(b) *New poles; collocation compatible design.* New poles approved for the primary purpose of installation of small wireless facilities shall be designed to accommodate the collocation of multiple wireless providers' antennas and related equipment to the maximum extent feasible, but no less than one (1) similarly sized SWF.

(c) *Secondary use.* Where small wireless facilities are collocated on existing poles, use of the pole for such facilities shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a facility becomes unnecessary, obsolete, and/or no longer in use, the pole shall not be retained for the sole purpose of accommodating the SWF and it shall be removed promptly, together with all associated equipment, and the pole shall be removed unless a SWF permit is obtained approving a new pole for the primary purpose of installing small wireless facilities.

(d) *Collocation on County street light poles or County traffic signal poles; additional requirements.*

(i) Small wireless facilities are not permitted on traffic signal poles unless the Company can demonstrate that denial of the SWF permit will effectively prohibit the provision of telecommunications service or personal wireless service in violation of any applicable law.

(ii) Before collocating on existing street light poles, the Company must show structural evidence that the current pole and foundation design can meet current AASHTO design standards for wind loads with the addition of the small cell equipment.

- (iii) If poles cannot meet AASHTO requirements for wind loads with the addition of the small cell equipment, the Company has the option of replacing the current pole with a new pole capable of supporting the existing and proposed additions. Luminaires on new poles must maintain the same height as that replaced and/or adjacent luminaires and be of the same design as the existing luminaires.
- (iv) The antenna shall be attached to the top of pole only. No mountings are allowed on the luminaire mast arms.
- (v) Accessory equipment shall not be mounted on the pole. Accessory equipment shall be located either within or as an extension of the pole, within an underground vault, or within an enclosure/cabinet adjacent to the pole camouflaged to appear as a public amenity as shown on the concealment element plan.
- (vi) The pole design must be capable of accommodating a street light arm even if one is not installed initially.
- (vii) The application must provide analysis that the proposed small wireless facility will not cause any interference with the County traffic signal systems, emergency signal control devices, other smart County applications, other signal communication components, or any other unforeseen interferences.
- (viii) Small wireless facilities shall have their own power supply with disconnect and County workers and contractors shall have the ability to easily shut off radio signals and power while working on County street lights, signal system elements, poles or other facilities, when necessary.
- (ix) Any fiber or power cables supporting the small wireless facility shall be labeled and housed in conduit(s) separating them from County fiber or power cables.

(2) *Pole construction, placement, height, and diameter requirements.* Small wireless facilities and new, modified, or replacement poles for the collocation of such facilities shall meet the following requirements:

- (a) Pole spacing. New poles shall be no less than 300 feet from any other pole on the same side of the roadway containing small wireless facilities.
- (b) New poles. Any new pole shall be a metal pole.
- (c) Pole setback. Poles shall be placed as far back from the roadway as technically feasible without any encroachment of the pole and antenna facilities onto private property unless alignment with other street poles, trees, features is more aesthetically desirable as determined by the County.
- (d) Pole placement. New poles, replacement poles and/or antenna facilities shall be placed where they:
 - (i) Do not obstruct the line of sight for transportation, vehicular, or pedestrian traffic;
 - (ii) Do not obstruct the clear zone or have a breakaway design;
 - (iii) Comply with the Americans with Disabilities Act (ADA), similar federal or state standards, county construction and sidewalk clearance standards and applicable laws, in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible, comply with applicable traffic uniform warrants, not interfere with utility or

safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public health, safety, or welfare; and

(iv) Replacement poles shall be placed as close to the original pole as possible, and no more than five feet from the existing pole location.

(e) Pole heights. The height of poles above the ground including the antennas shall be:

(i) Fifty (50) feet or less in non-residential areas;

(ii) Forty (40) feet or less in residential areas with above ground power; and

(iii) Thirty-five (35) feet or less in residential areas with underground power.

(f) Metal pole construction requirements.

(i) Structural/Foundation Design. The pole and pole foundation shall be designed in accordance with the most current version of American Association of State Highway Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

(ii) Pole Coloring. The pole shall be black in color unless another color scheme is determined to be more aesthetically desirable by the County.

(g) Existing wooden pole construction requirements for collocation:

(i) The Company must show structural evidence that the existing wooden pole and foundation design can meet the current wind load requirements based on NESC extreme wind category with the addition of the small wireless facilities.

(h) Decorative poles; additional requirements

(i) Decorative poles shall be metal poles only;

(ii) Antennae shall be mounted on top of the pole only;

(iii) Accessory equipment shall be located either within or as an extension of the pole, within an underground vault, or within an enclosure/cabinet adjacent to the pole camouflaged to appear as a public amenity as shown on the concealment element plan; and

(iv) Aesthetics. Pole shall match the design of decorative poles in the area.

(3) Antenna and accessory equipment size, location, and dimensional restrictions.

(a) General. The Company shall minimize to the extent possible the antenna and accessory equipment space and shall use the smallest amount of enclosure possible to fit the necessary equipment.

(b) Vertical clearance. All antennae and accessory equipment shall be a minimum of ten (10) feet above the existing adjacent grade and shall not be installed in such a manner as to obstruct the line of sight or pedestrian paths.

(c) Mounting/projection off pole. Unless the Company can demonstrate that more space is needed to be technically feasible, all antennae and accessory equipment including the enclosure shall be as close to the pole as possible and shall be mounted no greater than four (4) inches off the pole and the furthest point of all antennae and

accessory equipment including the enclosure shall not project more than twenty-eight (28) inches from the face of the pole.

(d) Antenna size and dimensional restrictions. Unless the Company can demonstrate that more space is needed to be technically feasible, the size of each antenna shall:

- (i) Be no greater than three (3) cubic feet;
- (ii) In the case of top mounted canister antennas, be no greater than six (6) feet in height and share a reasonably similar diameter as the top of the pole not to exceed sixteen (16) inches;
- (iii) In the case of omnidirectional antennas, be no greater than four (4) feet in height; and
- (iv) In the case of microwave dishes, be no greater than two (2) feet in diameter and no more than three (3) microwave dishes per pole.

(e) Accessory equipment size and dimensional restrictions. Unless the Company can demonstrate that more space is needed to be technically feasible, the size of accessory equipment shall:

- (i) Be no greater than twenty-eight (28) cubic feet total considering accessory equipment for all small wireless facilities attached to the pole collectively not including the electrical equipment;
- (ii) Be designed to be long and narrow along the pole with a reasonably greater vertical dimension than horizontal; and
- (iii) Be no greater than twenty-four (24) inches in width.

(f) All antenna equipment, excluding the antenna, is to be housed inside the pole, ground vault, an approved ground mounted cabinet, or properly camouflaged.

(g) Antennas, equipment enclosures, and ancillary equipment, conduit and cable shall not dominate the structure or pole upon which they are attached.

(4) Concealment and objective aesthetic requirements. Small wireless facilities and any new, modified, or replacement pole for the collocation of small wireless facilities shall meet the following concealment and aesthetic requirements:

(a) Collocated replacement poles. Match neighboring pole design. Any pole replaced for the purposes of collocation shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way.

(b) Pole material reservation. The County reserves the right to require or allow certain pole material types.

(c) Concealment within poles. With the exception of wooden poles, all conduit, cables, wires and fiber must be routed within the pole.

(d) Concealment outside of poles. The full concealment of antennae, accessory equipment, and all conduit, cables, wires, and fiber is required and shall meet the following requirements:

- (i) Accessory equipment shall be covered with an enclosure
 - (ii) Canister antennae shall be placed to look as if it is an extension of the pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the pole;
 - (iii) Spools and/or coils of excess fiber optic or coaxial cables or any other wires shall not be stored on the pole except completely within the approved enclosures or cabinets; and
 - (iv) All cables, wires, and fiber associated with the small wireless facility shall be flush-mounted to the support structure where internal installation is not feasible and shall be shrouded or encased in a cover or conduit.
 - (e) Antenna and accessory equipment coloring. The antenna, accessory equipment, and all visible attachments, equipment, and hardware shall be colored to match the pole unless another color scheme is determined to be more aesthetically desirable by the County.
 - (f) The preferred location of a small wireless facility on a pole is the location with the least visible impact.
 - (g) Ground-mounted equipment in the rights-of-way is prohibited, unless such facilities are placed underground or the Company can demonstrate that pole-mounted or undergrounded equipment is technically infeasible. If ground-mounted equipment is necessary, then the Company shall submit a concealment element plan. Generators located in the rights-of-way are prohibited.
 - (h) The County may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the County. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the Company.
 - (i) These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the Company, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.
- (5) Electrical service and equipment requirements:
- (a) All electronic service equipment shall be installed in accordance with the applicable provisions of the National Electrical Safety Code of the National Bureau of Standards and National Electrical Code of the National Board of Fire Underwriters.
 - (b) An electric meter, if required, will be support structure-mounted where feasible to the extent authorized by the support structure owner and electric utility.
 - (c) A separate electrical permit is required by the County for the electrical service.
- (6) Cable strung small wireless facilities. Small wireless facilities mounted on cables strung between existing utility poles shall conform to the following standards:

- (a) Each strand-mounted facility shall not exceed three cubic feet in volume;
 - (b) Only one strand-mounted facility is permitted between any two existing poles;
 - (c) The strand-mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five feet from the pole unless a greater distance is technically necessary or is required by the pole owner for safety clearance;
 - (d) No strand-mounted device shall be located in or above the portion of the roadway open to vehicular traffic;
 - (e) Ground-mounted equipment to accommodate a shared mounted facility is not permitted except when placed in preexisting equipment cabinets;
 - (f) Pole-mounted equipment shall comply with the all other requirements this section;
 - (g) Such strand-mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original strand); and
 - (h) Strand-mounted facilities are only permitted on poles that have existing overhead wirelines.
- (7) Signage Requirements.
- (a) A plate no larger than four inches by six inches with the location of the pole and the pole owner's name, contact information, and emergency telephone number shall be permanently affixed to the pole or shroud.
 - (b) No signage, message or identification other than the manufacturer's identification or such other identification required by applicable law may be displayed on any antenna or equipment enclosure. Any permitted signage shall be located on the equipment enclosures and be of the minimum amount possible to achieve the intended purpose (no larger than four by six inches); provided, that banners may be permitted as concealment element techniques where appropriate.

Section XII. Removal, relocation, or modification of small wireless facilities

- (1) *Notice.* Except as provided in subsection 2, on 60 days prior written notice from the County, the Company shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities whenever the County has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any County improvement in or upon, or the operations of the County in or upon, the rights-of-way.
- (2) *Emergency removal or relocation of facilities.* In the event of an emergency, as the County may determine to be necessary, appropriate or useful in response to any imminent danger to public health, safety, or property, the County retains the right and privilege, without prior notice, to cut, disconnect, remove, move, or relocate any small wireless facility or structure located within the rights-of-way. If circumstances permit, the County shall notify the Company and provide the

Company an opportunity to move its own facilities prior to cutting or removing a facility and shall notify the Company promptly after cutting or removing a SWF.

(3) *Abandonment of facilities.* A wireless provider is required to notify the County at least 30 days prior to any intentional abandonment of a small wireless facility. Absent non-usage arising from lack of commercial power or other circumstances beyond the Company's control, a SWF shall be deemed abandoned if it remains unused for a period of more than one year. In the event of abandonment, the County may direct the Company to remove all or any portion of the SWF that the County Engineer determines would be in the best interest of the public health, safety and welfare to remove. If the Company fails to remove the abandoned facility within 90 days after such notice, the County may undertake to do so and recover the actual and reasonable expenses of doing so from the Company, its successors or assigns.

(4) *Damage and repair.* The County may require a Company to repair all damage to its rights-of-way to its functional equivalence before the damage. If the Company fails to make the repairs within 30 days after written notice, the County may effect those repairs and charge the Company the reasonable, documented cost of such repairs.

Section XIII. Insurance and security

(1) Insurance.

(a) *Commercial general liability.* A Company shall, at its sole expense, maintain, throughout the term of its franchise and any extension or renewal thereof, and such other period of time during which the Company operates or is engaged in the removal of its facilities or structures (hereinafter referred to as "coverage period"), commercial general liability insurance using carriers licensed, authorized or permitted to conduct business in the State of Alabama and maintaining an A.M. Best rating of not less than "A." Such insurance shall include coverage for premises and operations, underground, collapse and explosion, and products and completed operations, independent contractors, contractual liability and personal and advertising injury, and shall include as additional insureds the County, its present and future officers, elected or appointed officials, volunteers performing authorized County functions, and agents and employees. Such insurance shall be in the amount of a combined single limit not less than \$1,000,000.00 per occurrence for both bodily injury (including death) and property damage liability and \$2,000,000.00 general aggregate. The Company shall insure any contractors and subcontractors providing services in connection with its franchise or permit maintain appropriate levels of insurance and that the County is included as an additional insured under each policy except workers compensation and employer's liability. Insurance will be written on an occurrence basis.

(b) *Commercial automobile liability.* A Company shall, at its sole expense, maintain during the coverage period commercial automobile liability insurance with a limit of \$1,000,000.00 combined single limit for any one accident or loss for bodily injury, including death, and property damage covering owned, leased, non-owned, and hired automobiles used in conjunction with its operations under its franchise or permit. Such insurance shall include the County and the County's present and future officers, elected or appointed officials, agents, representatives, volunteers performing authorized County functions, and agents and employees as additional insureds.

(c) *Workers' compensation and employer's liability.* A Company shall, at its sole expense, maintain, during the coverage period, workers' compensation coverage as prescribed by the laws of the State of Alabama and employer's liability coverage in an amount of \$1,000,000.00 each accident/disease/policy limit.

(d) *Umbrella or excess liability.* A Company shall, at its sole expense, maintain during the coverage period umbrella or excess liability insurance in the amount of \$1,000,000.00. Such insurance shall include the County and the County's present and future officers, elected or appointed officials, volunteers performing authorized County functions, and agents and employees as additional insureds.

(e) *Evidence of insurance; deductibles; approval; reservation.* At the time of entering a franchise agreement with the County and upon each policy renewal thereafter, a Company shall, at no cost to the County, furnish to the County certificates of insurance (or proof of self-insurance) evidencing all of the aforementioned types and limits of insurance to be in effect. The County reserves the right to require proof of self-insurance at any time and from time to time, at no cost to the County. A Company may maintain reasonable deductibles and the County reserves the right to review and approve such deductibles, which approval shall not be unreasonably withheld or delayed. The policies obtained by a Company and proof thereof, shall be subject to the County's reasonable approval. The County reserves the right to review these insurance requirements during the coverage period and upon prior written notice to, and review and acceptance by a Company, to adjust insurance coverages and their limits when deemed necessary and prudent by the County Engineer.

(f) *Maintenance of insurance policies; Company's coverage primary.* The liability insurance policies required hereunder shall be maintained by the Company through the coverage period. Upon receipt of notice from its insurer(s), the Company shall provide the County 30 days' prior written notice of cancellation or non-renewal of any required coverage. Company's coverage shall be primary and non-contributory to any other insurance carried by the County, if applicable to a loss.

(g) *No limit of liability.* The legal liability of Company to the County and any person for any of the matters that are the subject of the insurance policies required hereunder, shall not be limited by said insurance policies or by the recovery of any amounts thereunder.

(h) *Certificate of insurance.* Certificates of insurance, if any, shall include the County and the County's present and future officers, elected or appointed officials, volunteers performing authorized County functions, and agents and employees as additional insureds, in the case of commercial general liability, commercial automobile liability, and umbrella or excess liability insurance. Worker's compensation and employer's liability insurance shall waive rights of subrogation in favor of the County. All subsequent notices or certificates shall be delivered to the County Engineer. All deductibles under said policies shall be the sole responsibility of the Company.

(i) *Self-insurance.* Notwithstanding any other provision of this section to the contrary, a Company is given the option, at any time throughout the term of its franchise, to self-insure any or all of the types or limits of insurance coverage described in this section. If a Company elects to self-insure, it shall submit to the County with a statement certifying such self-insurance, and a request for the County to approve such self-insurance, together with sufficient information to show that it has sufficient financial resources to self-insure

without posing additional risk to the County. Provided that the Company provides adequate information concerning its financial resources, the County will not unreasonably withhold, condition, or delay its approval of Company's request to self-insure.

(2) *Security.* Security in the form of a Bond held by the County in the name of the Company will be required pursuant to the County's utility permit.

(3) *Commencement of work.* The Company shall not commence work in the rights-of-way of any kind, until the insurance and security requirements of this section and the utility permit have been complied with.

Section XIV. Damages and defense

(1) *Hold harmless and indemnification.*

(a) Company, by entering a franchise agreement or a SWF utility permit with the County, agrees to indemnify, defend, and hold the County and the County's present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents, and employees whole and harmless from and against all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, judgments, and damages, of any nature and description, including any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, franchise fees, or infringement of copyright or patent rights, resulting from or arising out of or by reason of: (1) Company's actions pursuant to its franchise agreement, and each SWF utility permit issued thereunder, and the rights awarded thereunder, or the procedures leading thereto, (2) any act or omission of Company, its agents, employees, representatives, contractors, or sub-contractors, including in the construction, installation or operation of, or the provision of service over, the small wireless facilities or support structures in the County, or any portion thereof, (3) any failure by Company to comply with any applicable law or the terms and conditions of this resolution, the franchise agreement and each SWF utility permit, (4) Company's performance under the franchise agreement and each SWF utility permit, (5) the use of portions of Company's small wireless facilities or support structures by other persons, including other communications service providers, or (6) the presence of any hazardous substance or environmental hazard brought into the rights-of-way by Company or by any person acting on its behalf or under the rights granted under the franchise agreement and SWF utility permits.

(b) County shall be reimbursed or otherwise indemnified from Company for all costs for damages, repairs, and fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of the Company. Reimbursement shall come from the Company in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Company for said project.

(c) The foregoing obligations of subsections (a) and (b) shall survive the expiration, termination, or revocation of the franchise agreement.

(2) *Notice.* In order for the County to assert its right to be indemnified, defended, and held harmless, the County must notify Company within a reasonable time of any claim or legal proceeding which gives rise to such right.

(3) *Defense.* With respect to the indemnity obligations set forth in this section, Company shall provide the defense of any claims brought against the County by selecting counsel of Company's choice to represent the County and defend the claim, subject to the consent of the County, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the County from cooperating with and participating in the defense of any litigation by its own counsel at its own cost and expense. After consultation with the County, Company shall have the right to defend, settle, or compromise, at its cost and expense, any claim or action arising hereunder, and the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include, at a minimum, a full and final release of all claims against the County and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the County. In the event that the terms of any such settlement do not include a full and final release of the County, the claim or action raised against the County shall not be settled. All of Company's right to enter a settlement shall entail only payment of monetary amounts by Company, or obligations to be performed fully by Company, and under no circumstances shall Company have the power to bind the County to any obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the County may in its discretion independently agree to any such condition).

(4) *Indemnification not limited.* The indemnification obligations hereunder are not limited in any way by limitation of the amount or type of damages or compensation payable by or for Company under worker's compensation, disability or other employee benefits acts, or the acceptance of insurance certificates required hereunder, or the terms, applicability, or limitations of any insurance held by Company.

(5) *No waiver of County rights.* The County does not and shall not be deemed to have waived any rights against Company which it may have by reason of Company's indemnification, or because of the acceptance by the County of Company's proof of insurance or deposit with the County of any insurance policies described herein.

Section XV. Limitation of liability; immunity

Except to the extent expressly provided for elsewhere in this resolution, the County shall be responsible for its own acts of negligence, or intentional or willful misconduct committed by the County for which the County is legally responsible, subject to defenses, immunities, and limitations of liability provided by applicable law; provided, however, notwithstanding anything to the contrary contained in this resolution and in no event shall the County, its present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents or employees be liable to Company, its affiliates, officers, directors, agents, employees, customers, tenants, franchisees, licensees, contractors, subcontractors, or assigns for any special, indirect, or consequential damages, including any loss, expense, or damage to profits, business, revenue, or income (whether arising out of the damage to or destruction of the small wireless facilities or support structures, in whole or in part, transmission interruptions or problems, any interruption or degradation of service or otherwise), arising in any manner, including the County's negligence, and Company shall indemnify, defend, and save harmless the County and its present and future officers, elected or appointed officials, volunteers performing authorized County functions, agents, and employees from and against any and all claims, costs, losses,

expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, and judgments, of any nature and description, with respect to such special, indirect, or consequential damages. The foregoing obligations of this section shall survive the expiration, termination or revocation of the franchise agreement or SWF utility permit.

Section XVI. Force Majeure.

The Company shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Company to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Company's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Section XVII. Amendments.

Amendments. The County may, at any time and from time to time, amend this resolution, as it shall find necessary in the lawful exercise of its enforcement powers and in the management of the rights-of-way or otherwise in the exercise of its control and authority over the rights-of-way and County property located therein.

Section XVIII. Applicability

(1) The provisions hereof shall be applicable to all small wireless facilities and support structures placed in the rights-of-way on or after the effective date of the resolution. Further, to the full extent permitted by applicable law, the provisions hereof shall be applicable to all existing small wireless facilities and support structures placed in the rights-of-way prior to the effective date of the resolution, except that any provision of this resolution regarding the design, size, composition, or location of small wireless facilities shall not apply to any facilities lawfully placed within any right-of-way prior to the effective date hereof.

(2) This resolution regulates the placement of small wireless facilities and support structures located or proposed to be located on the rights-of-way. This article does not apply to the placement of such facilities or structures on County-owned property not located within the right-of-way, which placement may be allowed only through a lease or similar agreement with the County. The placement of an antenna, facilities or equipment related to the following types of wireless communication services are exempt from regulation under this resolution: facilities owned or controlled, or dedicated to primary use by any federal, state or local government or agency to provide safety or emergency services. Further, the provisions in this resolution are not intended to alter, affect or modify the provisions of existing franchises, licenses, use agreements or ordinances relating to the franchising of cable systems, cable operators, or any landline telecommunications and related facilities, providers or services. No provision of this resolution is intended to permit, regulate or authorize the placement by Company or other wireless provider of fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that are used to transport telecommunication signals, data, messages, or cable services between support structures or between any other points on the right-of-way. In the event the Company or a wireless provider desires to place telecommunications or cable system equipment along the rights-of-way,

it must first obtain from the County a separate franchise or similar agreement or authorization to do so.

(3) *Existing agreements.* If a wireless provider has an existing franchise agreement, lease, right-of-way use agreement or other similar agreement with the County that addresses the placement of small wireless facilities or support structures which was in effect prior to the adoption of this resolution, the existing franchise or other similar agreement, at the County's sole option, shall remain in force for its remaining term (but not for any extension or renewal thereof), and its provisions shall control over any conflicting provisions of this resolution. Thereafter, the wireless provider's small wireless facilities or support structures shall be regulated by this resolution.

Section XIX. Enforcement

(1) *Notice of violation; opportunity to cure.*

(a) If the County Engineer is of the opinion that a Company is in violation of a provision of this resolution, a franchise agreement or a SWF utility permit issued under the authority of this resolution, he shall provide Company with a written notice of violation describing the nature of the violation and requirements for correction.

(b) Within ten business days of receiving a notice of violation, Company shall present facts and arguments in refutation or excuse of the alleged violation, or present a plan for correction of the violation including an estimated schedule for completion of the corrective action. The County Engineer shall thereafter determine whether the violation has been refuted or excused, or may approve the corrective plan in whole or part, or require changes thereto. The reasonable cure period for any corrective action shall be established by the County Engineer, provided that the period shall not be less than 30 days in the case of any fees or other charges due and not less than 60 days in all other cases, except in the case of an emergency or except as otherwise expressly provided for in this resolution, the franchise agreement, or a SWF utility permit.

(c) During the cure period any action to prosecute the violation, including revocation of the franchise, shall be held in abeyance.

(2) *Revocation.*

(a) In addition to all other rights or remedies which the County may have pursuant to law or equity or under this resolution, a franchise agreement or a SWF utility permit issued hereunder, and subject to applicable law, the County may revoke the franchise agreement and all rights and privileges pertaining thereto including each and every SWF utility permit issued thereunder, or revoke one or more SWF utility permits, in the event that:

(i) Company is in violation of any material provision of this resolution, its franchise agreement, or a SWF utility permit, and the violation is not capable of being cured or Company has not, to the County's satisfaction, refuted or excused the failure to comply or has not complied with the cure provisions set forth hereinabove;

(ii) Company has engaged in an evasion or attempt to evade any material provision of this resolution, its franchise agreement, or a SWF permit, and fails or refuses to cure it;

- (iii) Company has perpetrated or attempted to perpetrate any fraud or deceit upon the County;
- (iv) There is any material misrepresentation of fact by Company in any permit application or report filed pursuant to this resolution.

(b) The County Engineer shall have the authority to revoke a SWF utility permit, subject to the right of appeal to the County Commission, provided the Company files a written notice of appeal with the County Engineer within 15 days of the revocation. The County Commission shall have the authority to revoke a franchise agreement and all SWF utility permits issued thereunder. Prior to such action, the County Commission shall schedule a hearing on the matter and Company shall be given not less than 30 days' advance notice of the date and time of such hearing and the grounds for revocation of the franchise agreement and permits. At such hearing, Company shall have the right to be heard on the matter and may present evidence on its behalf, including proof refuting or excusing the violation.

(c) Within 30 days of the conclusion of the hearing, the County Commission shall adopt a resolution revoking the franchise agreement or permits, or upholding the revocation of a franchise and/or permits, where it finds that there is a basis to do so and Company shall, thereafter, be notified in writing of the Commission's decision.

(3) *Stop work order.*

(a) The County Engineer may, at any time and from time to time, issue a stop work order for construction of all or any portion of the facilities or support structures when the County Engineer determines, in his sole discretion: (i) that, subject to the cure provisions in subsection (1) of this section, the activity is being performed contrary to the provisions of the SWF utility permit issued for the site; or (ii) that the activity has caused, or is likely to cause, a situation to exist that poses or would pose a clear and immediate danger to life or health; of a significant loss of property or services; or of significant damage to or destruction of the rights-of-way (there is no opportunity to cure in this instance). The order may be issued, at the County Engineer's option, on site or to the Company's contact person. The County Engineer will lift any such stop work order as soon as possible after he determines that the situation giving rise thereto no longer exists.

(b) It shall be a violation of this resolution for a Company, or those persons working on its behalf, to disobey a stop work order. Each day that the violation continues constitutes a separate offense, and may be subject to a civil penalty in an amount of \$500 per day for such site or sites.

(4) *Violation by wireless provider.* Subject to the cure provisions set forth in subsection (1) of this section, it shall be a violation of this resolution for a wireless provider to fail to comply with this resolution and any terms or conditions of its franchise agreement or one or more SWF utility permits. Each day that the violation continues, after the applicable cure period, if any, constitutes a separate offense and may be subject to a civil penalty in an amount of \$500 per day paid for such site or sites.

(5) *Unauthorized facilities or support structure.* It shall be a violation of this resolution for any person, its contractor, servant, agent, or employee, to construct, operate, or maintain, a small wireless facility or support structure in the rights-of-way without having entered a franchise agreement with the County and obtained a SWF utility permit for the particular location. Each day

a violation continues constitutes a separate offense. In addition to any civil penalty due in accordance with the provisions of this section, a wireless provider who has failed to obtain a SWF permit for a particular location shall pay an administrative fee of \$500.00 per day for each such location.

(6) The remedies, civil penalties, and administrative fees set forth herein are nonexclusive and the exercise of one or more of such remedies or penalties shall not preclude the exercise of another.

(7) In addition to the other remedies previously set forth herein, the County may take all necessary civil action to enforce the provisions hereof and may seek appropriate legal or equitable remedies or relief, including injunctive relief. The remedies set forth in this section are in addition to and cumulative of all other remedies provided by law.

Section XX. Modification

This resolution shall be deemed to be modified so as to comply with applicable federal laws, orders, or regulations, without the necessity of action by the County Commission, upon issuance of a final non-appealable federal order, rule, or regulation relating to small wireless facilities.

Section XXI. Severability

If any section, sentence, paragraph, clause, phrase or word of this resolution is for any reason held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this resolution, and it shall be construed to have been the intent of the County Commission to adopt this resolution without such unconstitutional, invalid, or inoperative part therein, and the remainder of this resolution shall be deemed and held to be valid as if such parts had not been included therein.

Section XXII. Effective Date; Applicability

This resolution shall be effective immediately upon its adoption. This resolution shall be in full force and effect within the rights-of-way of Baldwin County.

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

ACT #2021 - 5

1 SB76

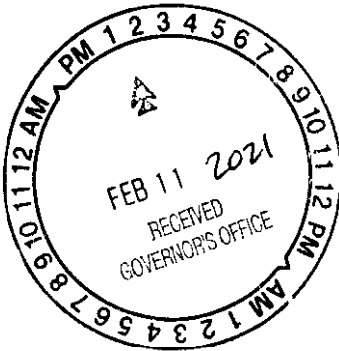
2 208949-4

3 By Senators Orr and Albritton

4 RFD: Fiscal Responsibility and Economic Development

5 First Read: 02-FEB-21

6 PFD: 01/26/2021



SB76

ENROLLED, An Act,

Relating to wireless telecommunications; to establish a procedure to authorize wireless providers to collocate, mount, or install small wireless facilities on existing poles, or install new poles on the right-of-way of the state or any agency, county, or municipality thereof; to exempt small wireless facilities from certain zoning review and approval procedures; to establish a procedure for the permitting of the development of small wireless facilities and poles in the rights-of-way of the state; and to establish rates and fees for all permits for small wireless facilities.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. When used in this act, the following words shall have the following meanings:

(1) ANTENNA. An apparatus designed for the purpose of emitting radio frequency, to be operated or operating from a fixed location pursuant to Federal Communications Commission authorization, for the provision of wireless service. For purposes of this subdivision, the term does not include an unintentional radiator, mobile station, or device authorized under 47 C.F.R. Part 15.

1 (2) ANTENNA EQUIPMENT. Equipment, switches, wiring,
2 cabling, power sources, shelters, or cabinets associated with
3 an antenna, located at the same fixed locations as the
4 antenna, and, when collocated on a structure, mounted or
5 installed at the same time as the antenna.

6 (3) ANTENNA FACILITY. An antenna and associated
7 antenna equipment.

8 (4) APPLICATION. A request by a wireless provider to
9 collocate, mount, or install small wireless facilities on or
10 adjacent to an existing, new, or replacement pole; or to
11 install, modify, or replace a pole associated with a small
12 wireless facility.

13 (5) AUTHORITY. The state or any agency, county,
14 municipality, district, or instrumentality thereof. The term
15 does not include state courts having jurisdiction over an
16 authority.

17 (6) COLLOCATE or COLLOCATION. Either of the
18 following:

19 a. Mounting or installing an antenna facility on a
20 pre-existing structure.

21 b. Modifying a structure for the purpose of mounting
22 or installing an antenna facility on that structure.

23 (7) COMMUNICATIONS FACILITY. The set of equipment
24 and network components, including wires, cables, and

1 associated facilities, used by a communications service
2 provider.

3 (8) COMMUNICATIONS SERVICE. Any of the following:
4 Cable service, as defined in 47 U.S.C. § 522; information
5 service, as defined in 47 U.S.C. § 153; telecommunications
6 service, as defined in 47 U.S.C. § 153; and wireless service.

7 (9) COMMUNICATIONS SERVICE PROVIDER. A provider of
8 communications services.

9 (10) ELECTRIC PROVIDER. An entity listed in
10 subsection (a) of Section 6.

11 (11) MICRO WIRELESS FACILITY. A small wireless
12 facility that meets both of the following qualifications:

13 a. It is not larger in dimension than 24 inches in
14 length, 15 inches in width, and 12 inches in height.

15 b. Any exterior antenna is no longer than 11 inches.

16 (12) NETWORK INTERFACE DEVICE. The
17 telecommunications demarcation device and cross-connect point
18 adjacent to the wireless facility or the structure supporting
19 the wireless facility and demarcating the boundary with any
20 wireline backhaul facility.

21 (13) POLE. A pole in the right-of-way that is or may
22 be used in whole or in part by or for wireline communications,
23 lighting, traffic control, signage, or a similar function, or
24 for the collocation of small wireless facilities. The term
25 does not include a building; billboard; monopole; tower,

1 either guyed or self-supporting; or an electric distribution
2 or transmission structure. Poles owned by an electric provider
3 are excluded from this act under Section 6.

4 (14) SMALL WIRELESS FACILITY. A facility that meets
5 each of the following conditions:

6 a. The facilities are any of the following:

7 1. Mounted on structures 50 feet or less in height,
8 including the antennas.

9 2. Mounted on structures no more than 10 percent
10 taller than other adjacent structures.

11 3. Do not extend existing structures on which they
12 are located to a height of more than 50 feet or by more than
13 10 percent, whichever is greater.

14 b. Each antenna associated with the deployment,
15 excluding associated antenna equipment, is no more than three
16 cubic feet in volume.

17 c. All other wireless equipment associated with the
18 structure, including wireless equipment associated with the
19 antenna and any pre-existing associated equipment on the
20 structure, is no more than 28 cubic feet in volume.

21 d. The facilities do not require antenna structure
22 registration under 47 C.F.R. Part 17.

23 e. The facilities are not located on tribal lands,
24 as defined under 36 C.F.R. § 800.16.

1 f. The facilities do not result in human exposure to
2 radio frequency in excess of the applicable safety standards
3 specified in 47 C.F.R. § 1.1307(b).

4 (15) STRUCTURE. A pole; tower, as defined in 47
5 C.F.R. § 1.6100(b); base station, as defined in 47 C.F.R. §
6 1.6100(b); or other building, whether or not it has an
7 existing antenna facility, that is used or to be used for the
8 provision of wireless service.

9 (16) WIRELESS FACILITY. Equipment at a fixed
10 location that enables wireless communications between user
11 equipment and a communications network, including both of the
12 following: Equipment associated with wireless communications;
13 and radio transceivers, antennas, coaxial, metallic, or
14 fiber-optic cable located on, in, or under a pole or wireless
15 support structure, or otherwise adjacent to such structures,
16 regular and backup power supplies, and comparable equipment,
17 regardless of technological configuration. The term includes
18 small wireless facilities. The term does not include any of
19 the following: The structure or improvements on, under, or
20 within which the equipment is collocated; wireline backhaul
21 facilities; or coaxial, metallic or fiber-optic cable that is
22 between structures or that is otherwise not adjacent to a
23 particular antenna or the structure supporting the antenna.

24 (17) WIRELESS INFRASTRUCTURE PROVIDER. Any person,
25 including a person authorized to provide telecommunications

1 service in the state, that builds or installs facilities for
2 the provision of wireless service, but that is not either a
3 wireless service provider or an electric provider.

4 (18) WIRELESS PROVIDER. A wireless infrastructure
5 provider or a wireless service provider.

6 (19) WIRELESS SERVICE. Any services using licensed
7 or unlicensed radio spectrum, including the use of Wi-Fi,
8 whether at a fixed location or mobile, provided to the public.
9 The term does not include services provided by an electric
10 provider using wireless devices, facilities, or equipment in
11 support of services of the electric provider.

12 (20) WIRELESS SERVICE PROVIDER. A person who
13 provides wireless service.

14 (21) WIRELINE BACKHAUL FACILITY. An above-ground or
15 underground wireline facility used to transport communications
16 data or other electronic communications from a wireless
17 facility network interface device to a communications network.

18 Section 2. (a) An authority may not deny a wireless
19 provider the right, as a permitted use subject to Section 3
20 and the authority's requirements not in conflict with this act
21 or a then-existing final order of the Federal Communications
22 Commission (FCC), to do either of the following:

23 (1) Collocate, mount, or install small wireless
24 facilities on or adjacent to existing, new, or replacement
25 poles in the right-of-way.

1 (2) Install, modify, or replace its own poles, or,
2 with the permission of the owner, a third party's poles,
3 associated with a small wireless facility, along, across,
4 upon, and under the right-of-way controlled by the authority.

5 (b) For purposes of this section, any new or
6 modified pole may not exceed the greater of either of the
7 following:

8 (1) Ten feet in height above the tallest existing
9 pole in place as of July 1, 2021, located within 500 feet of
10 the new pole in the same right-of-way controlled by the
11 authority.

12 (2) Fifty feet above ground level.

13 (c) The small wireless facilities and associated
14 poles shall be installed and maintained in accordance with the
15 authority's requirements not in conflict with this act or a
16 then-existing final order of the FCC and as not to obstruct or
17 hinder the usual travel and public safety on the right-of-way
18 and adjacent roads and bridges or obstruct the legal use of
19 the right-of-way by utilities.

20 (d) A wireless provider may collocate a small
21 wireless facility and install, maintain, modify, operate, and
22 replace a pole that exceeds these height limits along, across,
23 upon, and under the right-of-way, subject to applicable zoning
24 regulations or other applicable requirements of the authority.

1 Section 3. (a) Subject to the limitations
2 established in this act, small wireless facilities and
3 associated poles are not subject to zoning review or approval
4 if they are located in the right-of-way under the control of
5 an authority and otherwise comply with this act and a
6 then-existing final order of the Federal Communications
7 Commission.

8 (b) Within 10 days of receiving an application, an
9 authority shall determine and notify the applicant in writing
10 whether the application is complete. If the authority
11 determines the application is incomplete, the authority shall
12 specifically identify the missing information and specify the
13 requirement creating the obligation to submit the missing
14 documents or information in the written notice. If the written
15 notice of incompleteness is provided within 10 days of
16 receiving the application, the processing deadlines in
17 subsection (c) shall restart at zero on the date the applicant
18 submits all the documents and information identified by the
19 authority to render the application complete.

20 (c) Applications shall be processed on a
21 nondiscriminatory basis. Applications not requiring a written
22 notice of incompleteness shall be approved or denied within
23 the following: 60 days of receipt of an application involving
24 collocation of a small wireless facility using an existing
25 structure; and 90 days of receipt of an application involving

1 deployment of a small wireless facility using a new or
2 replacement pole. For those applications requiring a
3 resubmittal following the delivery of a written notice of
4 incompleteness, the time limitations for approval or denial
5 established in this subsection shall begin on the first date
6 after receipt of all the documents and information identified
7 by the authority. The processing deadline may be tolled by
8 agreement of the applicant and the authority. If an authority
9 fails to act on an application within the review period
10 provided for in this subsection, the applicant may provide the
11 authority, by certified mail, a formal notice stating that
12 unless the authority approves or denies the application within
13 20 days from receipt of the notice, the application and any
14 associated permits will be deemed granted by operation of law
15 on the twenty-first day from receipt of the notice.

16 (d) An authority shall approve an application if it
17 complies with the authority's requirements for deploying small
18 wireless facilities and associated poles in the right-of-way
19 that are written, generally applicable, and adopted in
20 advance.

21 (e) An applicant seeking to collocate, mount, or
22 install small wireless facilities or to install, modify, or
23 replace an associated pole within the jurisdiction of a single
24 authority may file a consolidated application for small
25 wireless facilities and associated poles, provided that the

1 consolidated application shall be for a geographic area no
2 more than two miles in diameter. The approval of the
3 consolidated application shall apply to the collocation,
4 mounting, or installation of the multiple small wireless
5 facilities or associated poles. The denial of one or more
6 single small wireless facilities or associated poles that are
7 part of a consolidated application may not constitute a reason
8 for denying the remaining small wireless facilities or
9 associated poles included in the consolidated application. A
10 consolidated application that includes a request to install,
11 modify, or replace a pole shall be processed in accordance
12 with the procedures and shall be subject to the 90-day review
13 period established in this act.

14 (f) An authority may not require an application or
15 any other approval or charge fees or rates for any of the
16 following that are in compliance with any applicable codes:

17 (1) Routine maintenance conducted on small wireless
18 facilities by the holder of an approved application for the
19 small wireless facilities, provided the right-of-way is
20 restored to the pre-maintenance condition.

21 (2) The replacement of small wireless facilities
22 that are operated by the holder of an approved application for
23 the small wireless facilities, are substantially similar or
24 the same size or smaller, and still qualify as a small
25 wireless facility.

1 (3) The deployment, installation, placement,
2 maintenance, operation, or replacement of micro wireless
3 facilities that are suspended on cables that are strung
4 between existing poles by an entity with a franchise agreement
5 or other valid authorization which allows the entity to deploy
6 communications facilities in the rights-of-way.

7 (g) Notwithstanding subsection (f), the deployment
8 of a micro wireless facility that requires the installation,
9 placement, or replacement of any ground-mounted facilities in
10 the right-of-way shall be subject to any applicable authority
11 permitting processes.

12 (h) Notwithstanding subsection (f), an authority may
13 require a permit for work that requires excavation or the
14 closure of sidewalks or vehicular lanes or that otherwise
15 hinders the usual travel or public safety on the right-of-way
16 or adjacent roads and bridges or obstructs the legal use of
17 the right-of-way by utilities. The permit shall be issued to
18 the applicant on a non-discriminatory basis upon terms and
19 conditions applied to any other person's activities in the
20 right-of-way that require excavation or the closure of
21 sidewalks or vehicular lanes.

22 (i) In the event of any action under subsection (f),
23 the roads, bridges, and rights-of-way, to the extent
24 practicable in the reasonable judgment of the authority, shall

1 be restored to the condition prior to the action conducted by
2 the entity.

3 (j)(1) As part of the application process, an
4 authority may require a small wireless facility to be fully
5 operational within 360 days after the date the last or final
6 permit is issued, subject to the availability of wireline
7 backhaul, electric power, or other matters beyond the control
8 of the applicant. The authority and the applicant may agree to
9 extend the period.

10 (2) If a small wireless facility is not operational
11 in the time established under subdivision (1), the authority,
12 after providing 20-day prior written notice and reasonable
13 opportunity to cure, may do either or both of the following:

14 a. Cancel the authority's approval of the small
15 wireless facility or any associated new pole.

16 b. Cause the removal of the small wireless facility
17 or any associated new pole by the wireless provider at the
18 wireless provider's sole expense and in a time the authority
19 specifies after providing prior written notice to the wireless
20 provider.

21 Section 4. (a) Subject to Sections 2, 3, and 5, an
22 authority shall allow the collocation of small wireless
23 facilities on existing poles, other than any poles owned by an
24 electric provider, owned or controlled by an authority and the
25 mounting or installation of small wireless facilities on

1 replacement poles, other than any poles owned by an electric
2 provider, owned or controlled by an authority on
3 nondiscriminatory terms and conditions that comply with this
4 act.

5 (b) For structures owned or controlled by an
6 authority, an authority may provide a wireless provider the
7 option of either having the wireless provider perform any
8 necessary make-ready work through the use of qualified
9 contractors or having the authority perform any necessary
10 make-ready work at the sole cost of the wireless provider. If
11 the authority performs the make-ready work, the authority
12 shall provide a good faith estimate of the make-ready work,
13 including any pole replacement costs. Make-ready work shall be
14 completed within 60 days after a written acceptance of the
15 good faith estimate by the applicant.

16 (c) On completion of the make-ready work performed
17 by an authority at the request of a wireless provider, the
18 wireless provider, within 60 days of invoicing, shall
19 reimburse the authority for the authority's actual and
20 documented cost of the make-ready work, including labor and
21 materials. The cost invoiced to the wireless provider may not
22 exceed the good faith estimate by more than 10 percent.

23 Section 5. (a) Application fees for permits for
24 small wireless facilities shall be nondiscriminatory and may
25 not exceed the following:

(1) A five hundred dollar (\$500) non-recurring fee for a single up-front application for collocation that includes up to five small wireless facilities, with an additional one hundred dollars (\$100) for each small wireless facility beyond five in a consolidated application.

(2) A two hundred fifty dollar (\$250) non-recurring fee for the modification or replacement of an existing pole together with the mounting or installation of an associated small wireless facility in the right-of-way.

(3) A one thousand dollar (\$1,000) non-recurring fee for the installation of a new pole together with the mounting or installation of an associated small wireless facility in the right-of-way.

(b) If an authority elects to charge for access to the right-of-way or collocation on poles owned or controlled by the authority in the right-of-way for small wireless facilities, the rates shall be nondiscriminatory and may not exceed one hundred dollars (\$100) per small wireless facility per year for access to and use of the right-of-way and one hundred seventy dollars (\$170) per year per small wireless facility collocated, mounted, or installed on or adjacent to poles owned or controlled by an authority.

Section 6. (a) This act does not apply to any poles or structures owned by an electric provider, whether used for lighting, distribution, transmission, or otherwise. This act

1 also does not apply to the equipment, easements, or business
2 activities of any of the following:

3 (1) A utility, as defined under Section 37-4-1, Code
4 of Alabama 1975.

5 (2) Any board or public corporation incorporated or
6 organized for the acquisition or operation of an electric
7 distribution system under Chapter 50, Title 11, Code of
8 Alabama 1975, including, but not limited to, Sections
9 11-50-490 through 11-50-506, Code of Alabama 1975, and any
10 city or town that shall have established and is operating a
11 system for the distribution of electric power and energy
12 pursuant to Article 1 of Chapter 50, Title 11, Code of Alabama
13 1975.

14 (3) An electric cooperative incorporated or
15 organized under Chapter 6 of Title 37, Code of Alabama 1975.

16 (4) An electric membership corporation incorporated
17 or organized under Chapter 7 of Title 37, Code of Alabama
18 1975.

19 (5) The parents, affiliates, or subsidiaries of any
20 of the entities described in this section, provided they are
21 not acting as a wireless provider.

22 (b) Nothing in this act shall affect or alter, or be
23 construed to affect or alter, the terms of any pole attachment
24 agreement entered into between or among a wireless provider
25 and an electric provider.

1 (c) When a wireless provider collocates, installs,
2 or mounts a small wireless facility pursuant to a pole
3 attachment agreement with an electric provider, an authority
4 may only restrict the wireless provider's access to the
5 right-of-way as described in Section 2. In such a situation,
6 the authority shall comply with the application process set
7 forth in Section 3, and any fees and rates paid to the
8 authority by the wireless provider are subject to the limits
9 set forth in Section 5.

10 Section 7. (a) An authority exercising its authority
11 established by this act may not be subject to suit or
12 otherwise be responsible for the alleged negligence,
13 wantonness, willfulness, recklessness, or any other claims for
14 alleged wrongful acts or omissions of wireless providers or
15 their officers, agents, contractors, subcontractors,
16 employees, or other representatives relative to the design,
17 location, placement, construction, maintenance, and operation
18 of small wireless facilities in an authority's right-of-way or
19 on an authority's infrastructure.

20 (b) Wireless providers shall indemnify authorities
21 and their elected and appointed officials, employees, and
22 authorized agents, or their insurers, and hold them harmless
23 from and against any and all claims, demands, actions, suits,
24 or proceedings in equity or law asserted by third parties for
25 damages, losses, liabilities, or costs of any kind, including,

1 without limitation, reasonable attorney's fees, as and when
2 incurred that arise from a material breach by a wireless
3 provider or any of its officers, employees, volunteers, or
4 authorized agents of any obligations set forth in this act; or
5 for any claims for the alleged negligence, wantonness,
6 willfulness, recklessness, or claims of any other alleged
7 wrongful acts or omissions of wireless providers or their
8 officers, agents, contractors, sub-contractors, employees, or
9 other representatives relative to the design, location,
10 placement, construction, maintenance, and operation of small
11 wireless facilities in an authority's rights-of-way or on an
12 authority's infrastructure. A wireless provider has no
13 obligation to indemnify or hold harmless against any
14 liabilities and losses due to or caused by the sole negligence
15 or willful misconduct of an authority or its employees or
16 agents.

17 Section 8. (a) Except as authorized under subsection
18 (b), during the period in which the small wireless facilities
19 of a wireless provider are located on or attached to the
20 authority's assets, including its poles, or rights-of-way, the
21 authority may require a wireless provider to do both of the
22 following:

23 (1) Carry, at the wireless provider's sole cost and
24 expense, the following types of third-party insurance:

1 a. Property insurance for the replacement cost of
2 all small wireless facilities.

3 b. Workers' compensation insurance, as required by
4 law.

5 c. Commercial general liability insurance of at
6 least two million dollars (\$2,000,000) per occurrence, with
7 respect to the wireless providers activities in, on, or around
8 the authority improvements or rights-of-way, including
9 coverage for bodily injury and property damage.

10 d. Environmental insurance.

11 (2) Include the authority and its officers,
12 officials, agents, contractors, and employees as an additional
13 insured on the commercial general liability policy and provide
14 certification and documentation of inclusion of the authority
15 in a commercial general liability policy as reasonably
16 required by the authority.

17 (b) In lieu of the requirements of subdivisions (1)
18 and (2) of subsection (a), during the period in which the
19 small wireless facilities of a wireless provider are located
20 on or attached to the authority's assets, including its poles,
21 or rights-of-way, the authority may allow the wireless
22 provider to provide a certificate of self-insurance,
23 acceptable to the authority, that demonstrates that the
24 wireless provider has adequate resources to self-insure in the
25 amounts set forth in subdivision (a)(1).

1 Section 9. (a) An authority may order a wireless
2 provider to remove, relocate, change, or otherwise alter the
3 wireless provider's small wireless facility or pole for any of
4 the following reasons, so long as all other occupiers of the
5 same right-of-way remove, relocate, change, or otherwise alter
6 their facilities under the same conditions as the wireless
7 provider:

8 (1) To perform construction, repair, maintenance, or
9 installation of an authority improvement in or upon the
10 right-of-way or the operations of the authority in or upon the
11 right-of-way.

12 (2) When the small wireless facility or pole is
13 interfering with or adversely affecting the proper operation
14 of an authority pole, traffic signal, or other equipment in
15 the right-of-way.

16 (3) To comply with traffic and public safety codes.

17 (b) Within 90 days of the issuance of a written
18 order from an authority, a wireless provider, at its own
19 expense, shall temporarily or permanently protect, support,
20 disconnect, remove, relocate, change, or otherwise alter the
21 position of a small wireless facility or pole within the
22 right-of-way.

23 (c) When an authority orders a wireless provider to
24 remove, relocate, change, or alter the position of a small
25 wireless facility or pole within the right-of-way, the

1 authority shall use its best efforts to give the wireless
2 provider a reasonably equivalent alternative location.

3 (d) If a wireless provider has not complied with an
4 order under subsection (a) within 90 days of the issuance of a
5 written order, the authority, without further notice to the
6 wireless provider and at sole cost and expense to the wireless
7 provider, may relocate any small wireless facility or pole as
8 ordered by the authority.

9 (e) Notwithstanding any other provision of this
10 section, an authority may remove a small wireless facility or
11 pole if the authority determines that the removal is necessary
12 to address an imminent risk to public safety. If circumstances
13 permit, the authority shall provide notice to the wireless
14 provider and an opportunity for the wireless provider to move
15 its own small wireless facility or pole to address the risk.
16 An authority that removes a facility or pole under this
17 subsection shall promptly notify the wireless provider of the
18 removal.

19 Section 10. (a) Nothing in this act shall be
20 interpreted to allow any entity to provide communications
21 services without compliance with all laws applicable to
22 communications service providers. Nor shall this act be
23 interpreted to authorize the collocation, installation,
24 placement, maintenance, or operation of any communications
25 facility, including a wireline backhaul facility, in the

1 rights-of-way, other than a small wireless facility or
2 associated pole.

3 (b) Except as it relates to small wireless
4 facilities subject to the permit and fee requirements
5 established pursuant to this act, and except as it relates to
6 any activities of an electric provider, and except as it
7 relates to regulations or requirements on communications
8 service specifically established by the constitution or by
9 state law, local law enacted by the Legislature, or federal
10 law, an authority may not otherwise adopt or enforce
11 regulations or requirements on the placement, operation, or
12 maintenance of communications facilities by a communications
13 service provider authorized to be in the rights-of-way; or
14 otherwise impose or collect any additional or separate tax,
15 fee, or charge for any service existing on July 1, 2021, or
16 for the provision of additional communications services
17 provided by a communications service provider that is
18 authorized to be in the rights-of-way.

19 Section 11. This act does not apply to an authority
20 that has entered into an agreement with a wireless provider,
21 or that has adopted an ordinance or other resolution, relating
22 to the permitting of small wireless facilities and poles in
23 the rights-of-way of the authority before May 1, 2021. In
24 order to remain exempt from the provisions of this act, an
25 authority shall modify the local agreement, ordinance, or

1 resolution to be in compliance with applicable federal laws,
 2 orders, or regulations within 90 days from a final
 3 non-appealable federal order, rule, or regulation relating to
 4 small wireless facilities.

5 Section 12. (a) Where the provisions of this act are
 6 divergent with any regulations, rulings, or guidance provided
 7 by the Federal Highway Administration, the Alabama Department
 8 of Transportation shall follow the Federal Highway
 9 Administration requirements.

10 (b) Notwithstanding any provision of this act to the
 11 contrary, the Alabama Department of Transportation may deny
 12 any application for placement, modification, or maintenance of
 13 wireless facilities, on new or pre-existing structures, within
 14 the department's right-of-way where the department determines
 15 that the placement or maintenance activity would impede the
 16 operation or safety of a transportation facility. Small
 17 wireless facilities shall not be permitted on any interstate
 18 right-of-way.

19 Section 13. This act shall be effective immediately
 20 following its passage and approval by the Governor, or its
 21 otherwise becoming law.



President and Presiding Officer of the Senate



Speaker of the House of Representatives

SB76

Senate 04-FEB-21

I hereby certify that the within Act originated in and passed the Senate, as amended.

Patrick Harris,
Secretary.

House of Representatives
Passed: 11-FEB-21

By: Senator Orr

APPROVED

2-19-2021

TIME

10:40 AM


GOVERNOR

Alabama Secretary Of State

Act Num....: 2021-5
Bill Num....: S-76

Recv'd 02/19/21 02:49pmSLF

SPONSOR

1 Orr
CO-SPONSORS

2 Albritton 19

3 20

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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 76.

yeas 27 nays 3 abstain 0

PATRICK HARRIS,
Secretary

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

CONFERENCE COMMITTEE

Senate Conferees _____

DATE: 2-4 2

RD 1 RFD UARD

REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on Education was

acted upon by such committee in session, and returned therefrom to the House with the recommendation that it be

Passed, w/amend(s) _____ w/sub _____

This 10th day of Feb, 2021.

Patrick Harris, Chairperson

DATE: 2-10 2

RF RD 2

DATE: 2

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 76.

YEAS 101 NAYS 0

JEFF WOODARD,
Clerk

FURTHER HOUSE ACTION (OVER)



Baldwin County Commission

Agenda Action Form

File #: 21-0770, Version: 1

Item #: BN3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Wanda Gautney, Purchasing Director

John Marino, Chief Compliance Officer

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Town of Toxey, Alabama - Sale of One (1) Used Vehicle

STAFF RECOMMENDATION

Take the following action:

- 1) Approve the sale of one (1) 2007 Ford F-150 (VIN #1FTRF12W87NA39588) from the Baldwin County Highway Department to the Town of Toxey, Alabama, for \$2,800.00; and
- 2) Authorize the Chairman to execute the Fixed Asset Change Form.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Mayor Randall Jackson from the Town of Toxey is requesting assistance from Baldwin County in obtaining a maintenance vehicle for their town.

Per Baldwin County Commission Policy #8.8, the sale price for the vehicle shall be 80% of the asset's fair market value.

FINANCIAL IMPACT

Total cost of recommendation: \$2,800 revenue to County

Budget line item(s) to be used: 111.61825

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: Wanda Gautney, Purchasing Director; James Martin, Highway Equipment Manager

Action required (list contact persons/addresses if documents are to be mailed or emailed):
James Martin will coordinate with Wanda Gautney regarding details of the purchase.

Additional instructions/notes: N/A

Town of Toxey, Alabama
16100 Hwy. 17, P.O. Box 318
Toxey, Alabama 36921
Phone: 251-843-5222 – Fax: 251-843-3738
Email: townoftoxey@gmail.com

Mayor: Randall Jackson

Clerk: Rose Ann Gourgues

Council: Lynn Adams
Lee Roscoe
Patricia Mosley
Jeanette Carney
Angelina Causey

March 16, 2021

Baldwin County Commission
Commissioner Joe Davis III
Chairman
22070 Highway 59
Robertsdale, Alabama 36576

Re: Maintenance vehicle

Dear Commissioner Davis:

On behalf of myself along with the Council for the Town of Toxey, I am writing this letter asking for any assistance from Baldwin County in helping obtain a truck from your fleet. Our Town is on a very limited budget and we would greatly appreciate any help that you or Baldwin County could provide for us.

Thank you,


Randall Jackson

Mayor

RJ/rg



BALDWIN COUNTY COMMISSION

POLICY #8.8	
Subject	Fixed Asset Policy
Date Adopted	November 4, 2014
Agenda Item	BE1
Obsolete Versions	April 7, 1998 Minutes Book 20, pg. 195 July 6, 2004 Minutes Book 35, pg. 342 February 19, 2008 Minutes Page 26

POLICY STATEMENT

This policy is a guide to accurately recording and accounting for fixed assets from inception through disposal.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. A fixed asset is a single item with a value or cost of \$5,000.00 or more and a useful life of greater than one year, however, should the terms of a contract, program, grant or similar agreement provide a more restrictive definition of a fixed capital asset, then the more restrictive definition will apply to that contract, program, grant or agreement.
2. All fixed assets shall be purchased as a Capital Outlay expenditure in those County Departments accounted for in Governmental Fund types, and purchased as an asset in those County Departments accounted for in Proprietary Fund Types.
3. For control purposes, all fixed assets shall be classified as such and recorded in the County Fixed Asset system. The County Fixed Asset system shall be an up to date listing of all county owned assets, which shall be maintained by the County Commission Accounting Department.

4. County Departments shall requisition for fixed assets through the Purchasing Department. Such requisitions shall be approved by the appropriate County Department Head or designee. Purchasing shall verify the requisition is within budget, and order the fixed assets through normal purchasing procedures. Such normal purchasing procedures shall include compliance with the Alabama Competitive Bid Law.
5. The County Department receiving the fixed asset shall send the material receipt to the Purchasing Department. After processing the material receipt, Purchasing shall forward documentation to Accounting for payment. On a monthly basis, the Staff Accountant will review all fixed asset payment records. From these records, the Staff Accountant shall enter cost and identifying information into the County Fixed Asset System, and issue a prenumbered sticker to be placed on the fixed asset. Each Department shall affix to the outside of all motor vehicles and construction equipment the last 5 digits of the VIN or serial number in a prominent place using black numbers and/or letters at least 4 inches in height.
6. County Department Heads shall be responsible for the safekeeping of all fixed assets assigned to their Department. Every six months, the Staff Accountant will send, to County Department Heads, a County Fixed Asset System listing of the fixed assets in their Department. The County Department Head shall sign and return the listing, verifying that the fixed assets are on hand, making note of and explaining, any discrepancies.
7. A physical inventory of County fixed assets shall be coordinated by the Staff Accountant every fiscal year. The scope of the physical inventory shall alternate yearly, so that a complete physical inventory performed in one fiscal year will be followed the next fiscal year by a physical inventory performed on a sampling basis, and so on.
8. Any physical transfer of County fixed assets between County Departments, and all other dispositions of County fixed assets, must be documented by use of the *County Fixed Asset Change Form* appended to this Policy. The form shall be signed by the Department Head (s) involved, and approved by the County Commission. Once approved by the Commission, the original signed *County Fixed Asset Change Form* shall be forwarded to Accounting and a copy sent to the Department Head (s) involved. The Accounting Department shall update the County Fixed Asset System to reflect a transfer of disposition in the month following such transfer or disposition.
9. Surplus County fixed assets shall be disposed of in the following manner, unless otherwise provided for by vote of the County Commission:

A County Department that can utilize surplus fixed assets of another County Department shall request a transfer of the asset, and shall have

first priority to acquire the asset. Upon approval of the transfer by the commission, the County Department requesting the asset shall be charged for 80% of the assets fair market value, and Department relinquishing the asset shall be credited with 80% of the asset's fair market value.

Next, surplus County fixed assets may be sold to Baldwin County local governments and to State and Federal agencies serving Baldwin County residents on a first come, first serve basis. All such sales shall be approved by vote of the County Commission. The sales price for the surplus asset shall be the higher of either the amount budgeted to be received for the asset in the approved budget of the Department relinquishing the asset, or 80% of the asset's fair market value. The County Department relinquishing the asset shall be credited with the sales price of the asset.

Individual County Commissioners may make "purchases" under this policy for County Departments, Baldwin County local governments, or State and Federal agencies serving Baldwin County residents from their Commission Contingency accounts.

All remaining surplus fixed assets shall be sold by internet or physical auction.

FORMS/ATTACHMENTS/EXHIBITS

County Fixed Asset Change Form

COUNTY FIXED ASSET CHANGE FORM

Date of this report: _____

Fixed Asset: _____ Year: _____

_____ Model: _____

_____ S/N: _____

_____ Tag #: _____

_____ Mileage: _____

_____ Value: _____

Subject to Commission approval, the fixed asset above of the

_____ Department will be:

Transferred to: _____

Sold to: _____

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: April 9, 2021

Fixed Asset: #0007762 Year: 2007

Model: Ford F-150

S/N: 1FTRF12W87NA39588

Tag #:

Mileage: 128417

Value: \$3,500.00 (Sale Price - \$2,800.00)

Subject to Commission approval, the fixed asset above of the

Highway Permit Section (53150) Department will be:

Transferred to:

Sold to: Town of Toxey, Alabama

Stored at/for:

Scrapped because:

Other:

Department Head relinquishing
Fixed asset item

Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date Approved





Baldwin County Commission

Agenda Action Form

File #: 21-0774, Version: 1

Item #: BQ1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Cian Harrison, Clerk Treasurer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Finance and Accounting Department - Creation of Position

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the creation of an Accounting Manager position (PID #TBD) grade S319 (S319 range: \$63,676.00 - \$104,341.00 annually); and
- 2) Approve the updated organizational chart for the Finance and Accounting Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Clerk Treasurer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: 10051700.51130

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

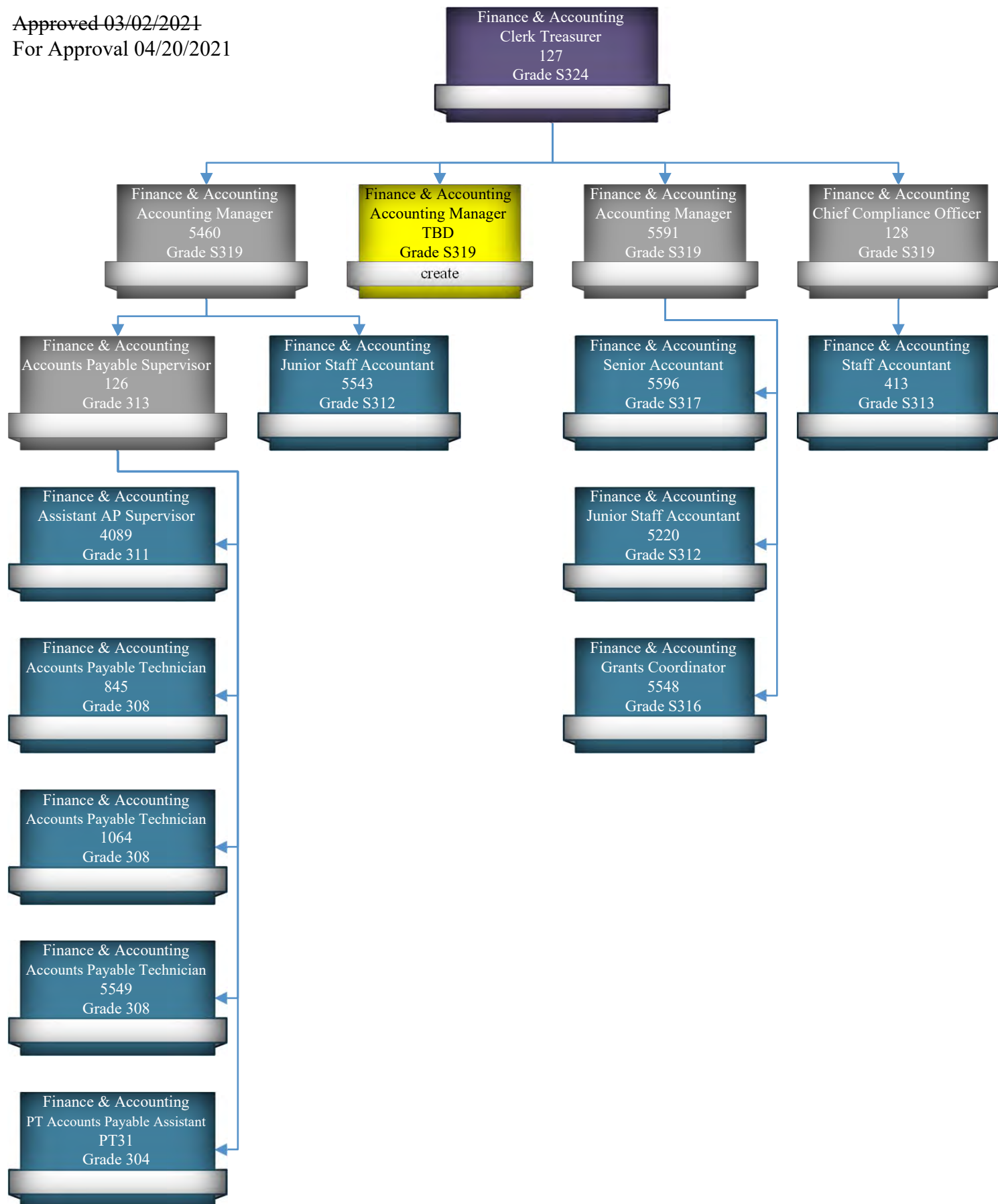
For time-sensitive follow up, select deadline date for follow up: N/A

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

Approved 03/02/2021
For Approval 04/20/2021





Baldwin County Commission

Agenda Action Form

File #: 21-0763, Version: 1

Item #: BQ2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Bay Minette) - Promotion of Employees

STAFF RECOMMENDATION

Take the following actions:

1) Approve the promotion of Blake Agerton from the Operator Technician Trainee position (PID #5486) grade 304 (\$13.380 per hour / \$27,830.40 annually) to fill the open Operator Technician I position (PID #5386) at a grade 307 (\$15.330 per hour / \$31,886.41 annually); and

2) Approve the promotion of Dillon Anderson from the Operator Technician Trainee position (PID #5487) grade 304 (\$13.380 per hour / \$27,830.40 annually) to fill the open Operator Technician I position (PID #5007) at a grade 307 (\$15.330 per hour / \$31,886.41 annually).

These actions will be effective no sooner than April 26, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician I positions were vacated in 2020 due to the promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$63,772.80 - budgeted

Budget line item(s) to be used: 11153111.51130

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 #: 21-0768, Version: 1

Item #: BQ3

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Geospatial) - Promotion of Employee

STAFF RECOMMENDATION

Approve the promotion of Eric Edwards from the Design Technician II position (PID #5176) grade 311 (\$19.547 per hour / \$40,657.76 annually) to fill the open Survey Manager position (PID #1099) at a grade 314 (\$22.670 per hour / \$47,153.60 annually) to be effective no sooner than April 26, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Survey Manager position was vacated in March 2021 due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$47,153.60 - budgeted

Budget line item(s) to be used: 11153151.51130

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 #: 21-0764, Version: 1

Item #: BQ4

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Maintenance Engineering) - Employment of One (1) Engineering Technician I Position

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Chris Devine to fill the open Engineering Technician I position (PID #5432) at a grade 310 (\$17.920 per hour / \$37,273.60 annually) to be effective no sooner than April 26, 2021; and
- 2) Approve the updated position description for the Engineering Technician I (Operations Option) position.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Engineering Technician I position was vacated in November 2021, due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$37,273.60 - budgeted

Budget line item(s) to be used: 11153130.51130

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

POSITION DESCRIPTION

Title: Engineering Technician I (Operations Option)

Department: Highway Department – Operations Section

Job Analysis: August 2019, [April 2021](#)

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Engineering Technician III, Operations Manager, County Engineer

Subordinate Staff: None

Internal Contacts: All County Employees

External Contacts: Alabama Department of Transportation Personnel, ADEM, Contractors, Suppliers, Vendors, Emergency Responders, General Public, etc...

Status: Classified/Non-Exempt ([310H](#))

Job Summary

To successfully complete any job/duty deemed necessary by the Operations Manager or his/her Designee.

Job Domains

1. GPS data collection of roadway features and integration of features into GIS.
2. Perform GIS drawings and maps.
3. Utilize various technical programs as deemed necessary by Supervisor.
4. Perform basic surveying skills such as operating levels, level rods, and tapes.
5. May ensure that contractors construct projects in accordance with plans and specifications.
6. May obtain, organize and record detailed project data and records in accordance with Alabama Department of Transportation and Baldwin County procedures.
7. May take elevations and measurements needed to calculate quantities of excavation and embankment.
8. May calculate and prepare monthly estimates and final documentation for various construction projects.
9. May assist with the Bridge Safety Inspection Program.
10. Perform road inspections.
11. Ensure ADEM regulations are met on projects.

12. May operate herbicide spraying unit.
13. Collect traffic counts and data.
14. Analyze traffic data and make recommendations for roadway feature improvements or modifications.
15. May perform material testing for projects.
16. Enter work records in CIMS or other database.

Knowledge, Skills and Abilities

1. Proficiency with Excel, PowerPoint, and other Microsoft Office software required.
2. Ability to learn ARCGIS and ARCMAP.
3. Team player with exceptional interpersonal skills.
4. Knowledge of civil engineering practices and their applications to road maintenance preferred.
- ~~4.5.~~ Ability to work independently without close supervision.

Physical Characteristics

1. See well enough to read fine print and numbers accurately and without transposition.
2. Hear well enough to respond to verbal communication and to use the telephone.
3. Speak well enough to communicate effectively with supervisors, co-workers and the general public.
4. Body movement to bend, stoop and move about on uneven terrain in an outdoor environment.
- ~~4.5.~~ Ability to stand and work outdoors all day at all times of year.-
- ~~5.6.~~ Manual dexterity to write and type.
- ~~6.7.~~ Must be able to lift up to 50 pounds.

Other Characteristics

1. Willing to travel to training sessions, meetings and seminars.
2. Willing to work non-standard hours as required.
3. Required to wear uniforms as directed by County Engineer.

Minimum Requirements

1. Must have a valid driver's license and be insurable by the County's insurance standards.
2. Any combination of training and experience equivalent to graduation from a standard senior high school including courses in mathematics and science.
3. Experience in construction project inspection and Alabama Department of Transportation procedure preferred.
4. A valid Alabama commercial driver's license (CDL Class B) with Tanker Endorsement preferred but not required.

Other Requirements

(Items listed below may be required as deemed necessary by Supervisor)

1. Certified Traffic Control Inspector
2. Certified Concrete Technician
3. Certified Roadway Technician
4. Qualified Credentialed Inspector (QCI)
5. Receive Herbicide Applicators License
6. Acquire additional certifications as needed



Baldwin County Commission

Agenda Action Form

File #: 21-0767, Version: 1

Item #: BQ5

Meeting Type: BCC Regular Meeting
Meeting Date: 4/20/2021
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Highway Department (Silverhill) - Promotion of Employee

STAFF RECOMMENDATION

Approve the promotion of Douglas Watts from the Operator Technician III position (PID #898) grade 309 (\$18.772 per hour / \$39,045.76 annually) to fill the open Operator Technician IV position (PID #881) at a grade 311 (\$20.274 per hour / \$42,169.92 annually) to be effective no sooner than April 26, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Operator Technician IV position was vacated in February 2021 due to the retirement of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$42,169.92 - 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 #: 21-0765, Version: 1

Item #: BQ6

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Revenue Commission - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Create one (1) Collections Support Technician I position (PID #TBD) grade 305 (grade 305 range: \$13.910 - \$22.790 per hour); and
- 2) Approve the employment of Megan Douty to fill the open Collections Support Technician I position (PID #TBD) at a grade 305 (\$13.91 per hour / \$28,932.80 annually) to be effective no sooner than April 26, 2021; and
- 3) Approve the updated organizational chart for the Revenue Commission - Collections Division.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Due to the increase need in Revenue Collections and in an effort to train employees in advance of retirements, the Revenue Commissioner respectfully requests the above recommendations are approved. Additionally, this applicant was selected off of the Collections Support Technician applicant roster that was posted in February 2021.

FINANCIAL IMPACT

Total cost of recommendation: \$28,932.80 - not budgeted

Budget line item(s) to be used: 10051600.51130

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

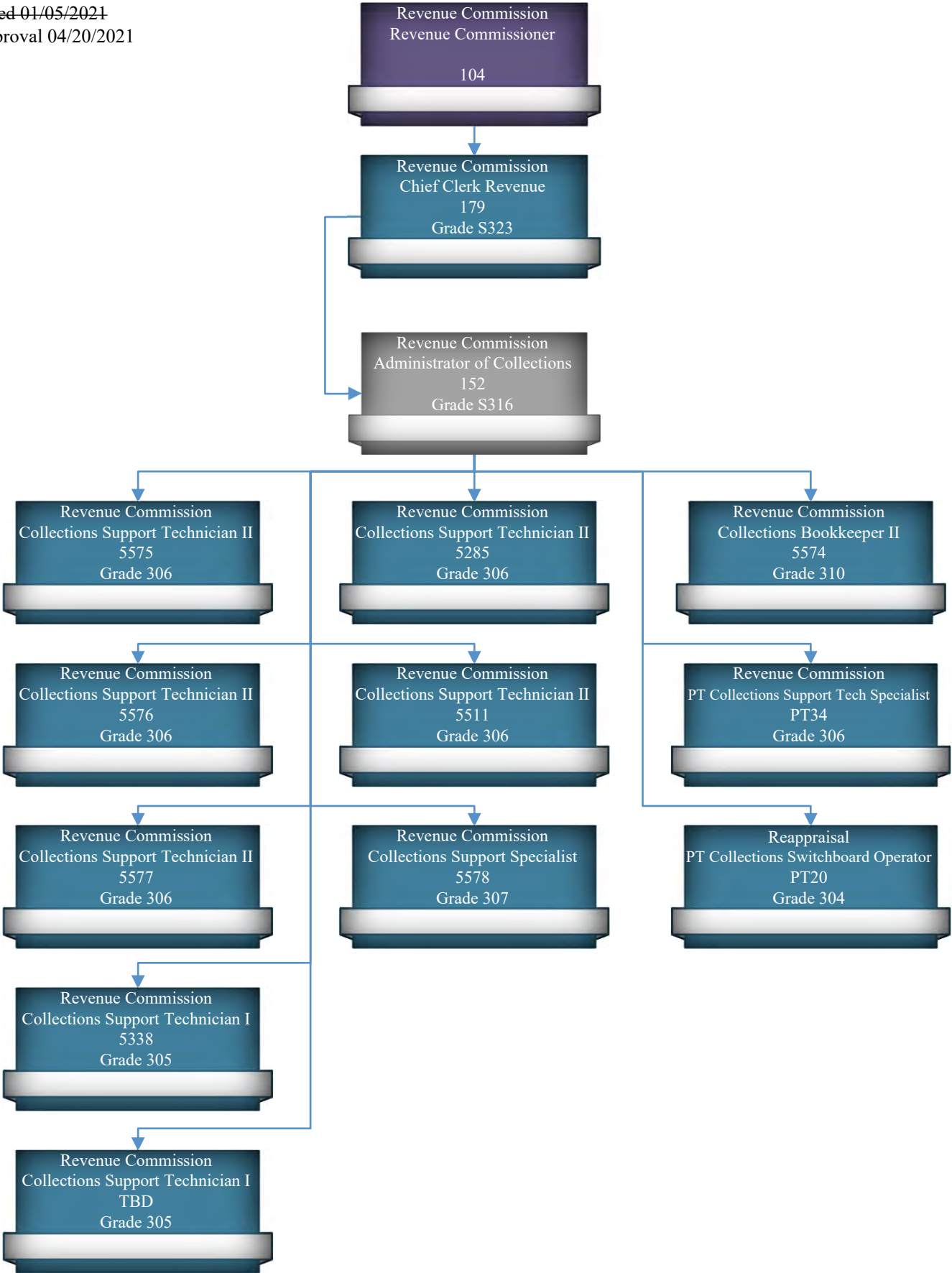
FOLLOW UP IMPLEMENTATION

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 #: 21-0766, Version: 1

Item #: BQ7

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

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 Cynthia Guarisco 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 April 26, 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 #: 21-0772, Version: 1

Item #: BR1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Matthew Brown, Interim Planning and Zoning Director

Submitted by: Matthew Brown, Interim Planning and Zoning Director

ITEM TITLE

Town of Elberta - Termination of Planning Jurisdiction Agreement

STAFF RECOMMENDATION

At the request of Town of Elberta, adopt Resolution #2021-069 which terminates the Agreement between the Baldwin County Commission and the Town of Elberta concerning the exercise of extraterritorial planning jurisdiction authority over subdivisions.

This Agreement, which was executed on October 2, 1992, shall be terminated effective on the latest of the following dates: adoption of the Resolution by the Commission, adoption of this Resolution by the Municipality, or April 30, 2021.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

In early February, a representative of the Town of Elberta initiated a meeting with Planning and Zoning staff to discuss the Town's Extraterritorial Jurisdiction (ETJ) boundaries and the possibility of reducing or terminating the Elberta ETJ.

On February 17, 2021, Caryn Woerner contacted Planning and Zoning staff to notify them that Elberta Town Council had voted to "return the ETJ outside our corporate limits to the county in its entirety."

The current agreement between the County and Town was established in 1992 (attached). Paragraph seven (7) of the agreement states:

This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State law.

A color map of the current Elberta ETJ is attached.

According to data provided by the Town of Elberta, the Town's Planning Commission has heard six (6) ETJ subdivision cases in the past twelve months. If the current agreement is rescinded, the Baldwin County Planning Commission will begin to hear these cases.

Currently, Baldwin County only performs an administrative review of ETJ subdivision cases.

Ms. Caryn Woerner discussed the proposed changes with the Commission at the April 5, 2021, Work Session.

The proposed Resolution to terminate the Planning Jurisdiction Agreement is attached and includes the following summarized provisions:

1. The Agreement will terminate on April 30, 2021, unless the resolution is not adopted by both parties until after April 30th. In which case, the date that both parties have adopted will be the termination date.
2. The Town of Elberta will retain review authority over any subdivisions in the ETJ properly submitted to it on or before the termination date.
3. The Commission will have review authority over any subdivisions in the ETJ properly submitted to it after the termination date.
4. If an applicant has a pending subdivision application before the Town of Elberta prior to the termination date, they may withdraw that application and resubmit to the County, but will be required to complete the County's process in its entirety, including attending pre-app meetings, submitting all required applications, and paying all required fees. There will be no credit given for portions of the process completed with the Town of Elberta.

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: Approved by County Attorney Brad Hicks on April 12, 2021.

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: County Administration Staff and Planning and Zoning Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff - Send a copy of the agreement to the following for signature:

The Honorable Jim Hamby, Mayor
Town of Elberta
Post Office Box 277
Elberta, Alabama 36530

Administration staff - Update the following BCAP Libraries:
Resolutions, Planning Jurisdiction and Contracts - append to original agreement

Additional instructions/notes: N/A

**STATE OF ALABAMA
COUNTY OF BALDWIN**

RESOLUTION # 2021-069

**TERMINATION OF
AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION AND
THE TOWN OF ELBERTA
CONCERNING THE EXERCISE OF
EXTRATERRITORIAL PLANNING JURISDICTION
AUTHORITY OVER SUBDIVISIONS**

WHEREAS, on October 2, 1992, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as “the COMMISSION”) and the TOWN OF ELBERTA, an Alabama municipal corporation (hereinafter referred to as “the MUNICIPALITY”), entered into an Agreement regarding the Planning Jurisdiction between the COMMISSION and the MUNICIPALITY (hereinafter referred to as “the PLANNING JURISDICTION AGREEMENT”); and

WHEREAS, the PLANNING JURISDICTION AGREEMENT provided the MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Exhibit A; and

WHEREAS, the PLANNING JURISDICTION AGREEMENT is to “continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY”; and

WHEREAS, the MUNICIPALITY, through its Town Council, voted on February 16, 2021, to return the Planning Jurisdiction outside the MUNICIPALITY’S corporate limits to the COMMISSION and petition the COMMISSION to mutually terminate the PLANNING JURISDICTION AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED that the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The PLANNING JURISDICTION AGREEMENT between the COMMISSION and the MUNICIPALITY executed on October 2, 1992, shall be terminated effective on the latest of the following dates: adoption of this Resolution by the COMMISSION, adoption of this Resolution by the MUNICIPALITY, or April 30, 2021.
2. The MUNICIPALITY will have no review authority over subdivision developments outside of its corporate limits submitted to it after the effective termination of the PLANNING JURISDICTION AGREEMENT.
3. The MUNICIPALITY will have review authority over subdivision developments outside of its corporate limits properly submitted to it on or before the effective termination of the PLANNING JURISDICTION AGREEMENT.
4. After the effective termination of the PLANNING JURISDICTION AGREEMENT and to the extent permitted by law, the COMMISSION will exercise review authority over all subdivision developments for which any portion lies outside the corporate limits of the MUNICIPALITY, and does not lie entirely inside the corporate limits or extraterritorial

planning jurisdiction of any other municipality in Baldwin County, properly submitted to the COMMISSION.

5. COMMISSION and MUNICIPALITY understand and agree that any applicant who has properly initiated the MUNICIPALITY'S subdivision development review process prior to the effective termination of the PLANNING JURISDICTION AGREEMENT, shall have the option to voluntarily withdraw that application from the MUNICIPALITY, but will be required to complete the COMMISSION'S subdivision development review process in its entirety, including all necessary meetings, applications, and fees, with no credit for any reviews completed by, or fees paid to, the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

Adopted and approved this ____ day of _____, 2021.

COMMISSION:
BALDWIN COUNTY

ATTEST:

BY: _____ /
Joe Davis, III /Date
Chairman

_____/
Wayne Dyess / Date
County Administrator

MUNICIPALITY:
THE TOWN OF ELBERTA

ATTEST:

BY: _____ /
/ Date
Mayor

_____/
/ Date
Town Clerk

RESOLUTION
FOR
PLANNING JURISDICTION
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
THE TOWN OF ELBERTA

RECORD FEE _____
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND FEE COLLECTED ON

OCT 6 3 42 PM '92

RECORDED BY *[Signature]* 113538
JAN 7 1993
JUDGE OF PROBATE

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION" and THE TOWN OF ELBERTA, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions, with the COMMISSION having responsibility for the review of subdivisions in the unincorporated areas of the County planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located inside its corporate limits and all land lying within its planning jurisdiction; and

WHEREAS, State law authorizes a municipality to exercise such planning jurisdiction up to five (5) miles outside its corporate limits and not located in any other municipality;

NOW, THEREFORE, THE COMMISSION AND THE MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits and all land lying beyond its corporate limits as described on the attached "EXHIBIT A" and not located in any other municipality; provided, however, that the MUNICIPALITY may extend the territorial jurisdiction for planning to all land lying within five (5) miles of the corporate limits of the MUNICIPALITY and to any other territory which may be included on amendment of existing law, and not located in any other municipality, by adoption of a resolution extending said territorial jurisdiction, and submission of same to the COMMISSION which shall concur in such jurisdiction extension to the limit allowed by current law at its next meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Exhibit A; provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S planning jurisdiction as described in "EXHIBIT A", then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. The MUNICIPALITY will submit a copy of each plat approved within its extraterritorial planning jurisdiction to the County Engineer for his approval as required in Section 11-52-30 of the Code of Alabama, prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the municipality or of the county, must be complied with by the developer.

REC-480 PAGE 1735

RESOLUTION
PLANNING JURISDICTION
Baldwin County Commission
The TOWN OF ELBERTA
Page 2

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY's planning jurisdiction of any other municipality in Baldwin County; provided that, where a proposed subdivision lies partly in the COMMISSION's planning jurisdiction and partly in the MUNICIPALITY's planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in Item 2 above.

5. Upon execution of agreements between the COMMISSION and each municipality in Baldwin County, the COMMISSION will have prepared a map delineating the respective planning jurisdictions of the COMMISSION and each municipality in Baldwin County, which map shall be incorporated into this agreement and become a part of it.

6. A copy of this agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the municipalities for the exercise of subdivision development controls shall be filed with the Judge of Probate of Baldwin County.

7. This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State law.

8. It is expressly understood that this agreement can be modified or amended by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is deemed necessary.

9. Adoption:

FOR: THE BALDWIN COUNTY COMMISSION

BY [Signature]
Chairman

DATE

6 October, 1992

BY [Signature]
Attest

SEAL

FOR: THE TOWN OF ELBERTA

BY [Signature]
Mayor

DATE

October 2, 1992

BY [Signature]
Attest

SEAL

FILED 480 PAGE 1736

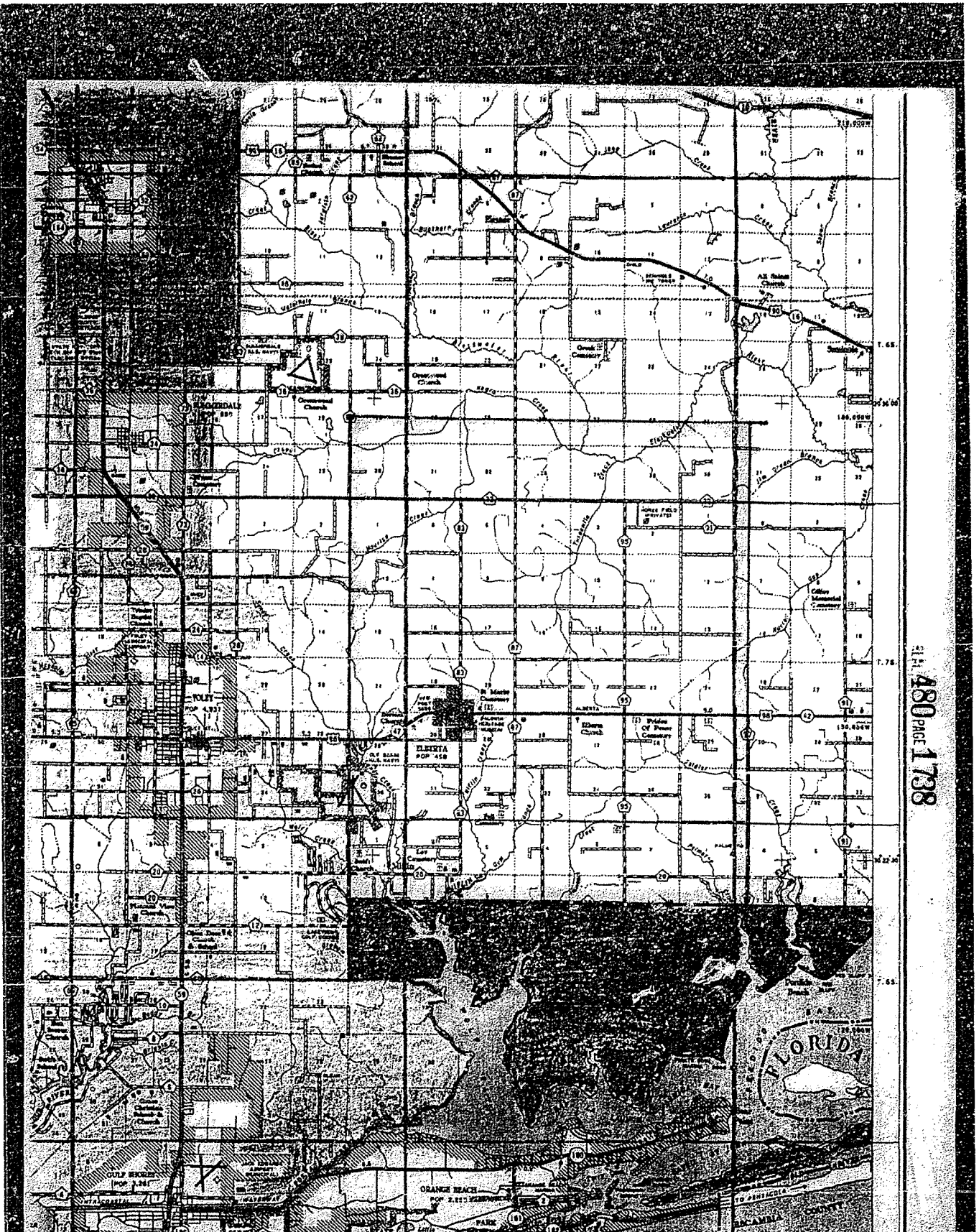


"EXHIBIT A"

Description of Planning Jurisdiction FOR THE TOWN OF ELBERTA

Beginning at the Northwest Corner of the Southwest Quarter of Section 25, T-6-S, R-4-E, Baldwin County, Alabama, the Point of beginning; then run East along the Half Section Lines to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section 30, T-6-S, R-6-E; then run South along the Quarter Section Lines to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 7, T-8-S, R-6-E; then run West along the Half Section Lines to the Southwest Corner of the Northwest Quarter of Section 12, T-8-S, R-5-E; then run North along the Section Lines to the Northwest Corner of the Southwest Quarter of Section 25, T-6-S, R-4-E, the Point of Beginning.

480 PAGE 1737



EXCERPT OF OCTOBER 6, 1992
BCC MEETING MINUTES

219

PETITION
TO THE
BALDWIN COUNTY COMMISSION
FROM THE
PROPERTY OWNERS ON BRYANT'S LANDING ROAD

We the undersigned property owners, hereby respectfully request that the Baldwin County Commission accept the road maintenance on Bryant's Landing Road, Stockton.

(NOTE: The road is 1/2 mile in length and has a firm gravel/clay base.)

Thank you very much.

Unanimous.

The Public Works Engineer reappeared before the commission and informed them that he was contacted by Mr. Frank Courson, Secondary Roads Engineer on September 28, 1992, once again request Baldwin County to pave the parking lot of the Bradford Mental Health Building Parking Lot in Daphne. This request has no time restraint and is in the amount of \$11,563.00 which can be applied as matching funds for FAS Projects. Commissioner Ward asked the Public Works Engineer what was included in the cost in which Mr. Dorgan said labor and equipment. Motion by Commissioner Ward, seconded by Commissioner Foreman, to honor the request of the Secondary Roads Engineer and paving the parking lot of the Bradford Mental Health Building Parking Lot in Daphne in the amount of \$11,563.00 which can be applied as matching funds for FAS Projects. Unanimous.

Motion by Commissioner Foreman, seconded by Commissioner Ward, to accept and approve the following "Resolution for Planning Jurisdiction between the Baldwin County Commission and the Town of Elberta:

RESOLUTION
FOR
PLANNING JURISDICTION
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND
THE TOWN OF ELBERTA

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION" and THE TOWN OF ELBERTA, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions, with the COMMISSION having responsibility for their review of subdivisions in the unincorporated areas of the County planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located inside its corporate limits and all land lying within its planning jurisdiction; and

WHEREAS, State law authorizes a municipality to exercise such planning jurisdiction up to five (5) miles outside its corporate limits and not located in any other municipality;

NOW, THEREFORE, THE COMMISSION AND THE MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits and all land lying beyond its corporate limits as described on the attached "EXHIBIT A" and not located in any other municipality; provided, however, that the, MUNICIPALITY may extend the territorial jurisdiction for planning to all land lying within five (5) miles of the corporate limits of the MUNICIPALITY and to any other territory which may be included on amendment of existing law, and not located in any other municipality, by adoption of a resolution extending said territorial jurisdiction, and submission of same to the COMMISSION which shall concur in such jurisdiction extension to the limit allowed by current law at its next meeting following receipt of the MUNICIPALITY'S resolution.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Exhibit A; provided, however, that if any part of a proposed subdivision lies within the MUNICIPALITY'S planning jurisdiction as described in "EXHIBIT A", then the MUNICIPALITY and not the COMMISSION will have responsibility for review of said subdivision.

3. The MUNICIPALITY will submit a copy of each plat approved within its extraterritorial planning jurisdiction to the County Engineer for his approval as required in Section 11-52-30 of the Code of Alabama, prior to such plan being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the municipality or of the county, must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Commission over all subdivision developments lying outside the MUNICIPALITY'S planning jurisdiction of any other municipality in Baldwin County; provided that, where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as described in Item 2 above.

5. Upon execution of agreements between the COMMISSION and each municipality in Baldwin County, The COMMISSION will have prepared a map delineating the respective planning jurisdictions of the COMMISSION and each municipality in Baldwin County, which map shall be incorporated into this agreement and become a part of it.

6. A copy of this agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the municipalities for the exercise of subdivision development controls shall be filed with the Judge of Probate of Baldwin County.

7. This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State law.

8. It is expressly understood that this agreement can be modified or amended by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is deemed necessary.

9. Adoption:

FOR: THE BALDWIN COUNTY COMMISSION

BY Michael Allegri, s/s October 6, 1992
Chairman DATE

BY Jerry Boyington, s/s SEAL
Attest

FOR: THE TOWN OF ELBERTA

BY Joe W. Cotton, Jr. s/s October 2, 1992
Mayor DATE

BY Sandy Germany s/s SEAL
Attest

"EXHIBIT A"

Description of Planning Jurisdiction
FOR
THE TOWN OF ELBERTA

Beginning at the Northwest Corner of the Southwest Quarter of Section 25, T-6-S, R-4-E, Baldwin County Alabama, the Point of beginning; then run East along the Half Section Lines to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section 30, T-6-S, R-6-E; then run South along the Quarter Section Lines to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 7, T-8-S, R-6-E; then run West along the Half Section Lines to the Southwest Corner of the Northwest Quarter of Section 12, T-8-S, R-5-E; then run North along the Section Lines to the Northwest Corner of the Southwest Quarter of Section 25, T-6-S, R-4-E, the Point of Beginning.

Unanimous.

Motion by Commissioner Burt, seconded by Commissioner Foreman, to comply with the request of the Highway Manager on Smith Road in Whitehouse Forks as follows as this is an existing county maintained road:

1. The existing right-of-way be staked by the Engineering Department.
2. Construct roadbed.
3. Replace crossdrain pipe.
4. Add a suitable gravel topping.

Unanimous.

Motion by Commissioner Foreman, seconded by Commissioner Burt, to conduct temporary maintenance on Truck Trail 17. Unanimous.

Motion by Commissioner Allen, seconded by Commissioner Morrow, to accept the recommendation of the Baldwin County Library System and reappoint Ms. Karla Fields and Mr. Oscar Rich for a four (4) year term commencing October 1, 1992 and ending October 1, 1996 on the Baldwin County Library System Board of Directors. Unanimous.

Motion by Commissioner Ward, seconded by Commissioner Foreman, to correct the minutes of the June 4, 1991 Baldwin County Commission meeting and make the following memorandum dated November 19, 1990 from Claude Earl Fox, M.D., M.P.H., State Health Office retroactive to June 4, 1991:

November 19, 1990

M E M O R A N D U M

TO: Assistant State Health Officers,
District and Local Health Officers,
Health Services Administrators,
Area Disease Control Coordinators,
Area and County Nursing Directors,
Area Immunization Manager, and
Area and County Clerical Directors

FROM: Claude Earl Fox, M.D., M.P.H.
State Health Officer

RE: Immunization Program Changes

At its November 14, 1990, meeting, the State Committee of Public Health adopted two policies which will significantly impact the provision of vaccines through county health departments.

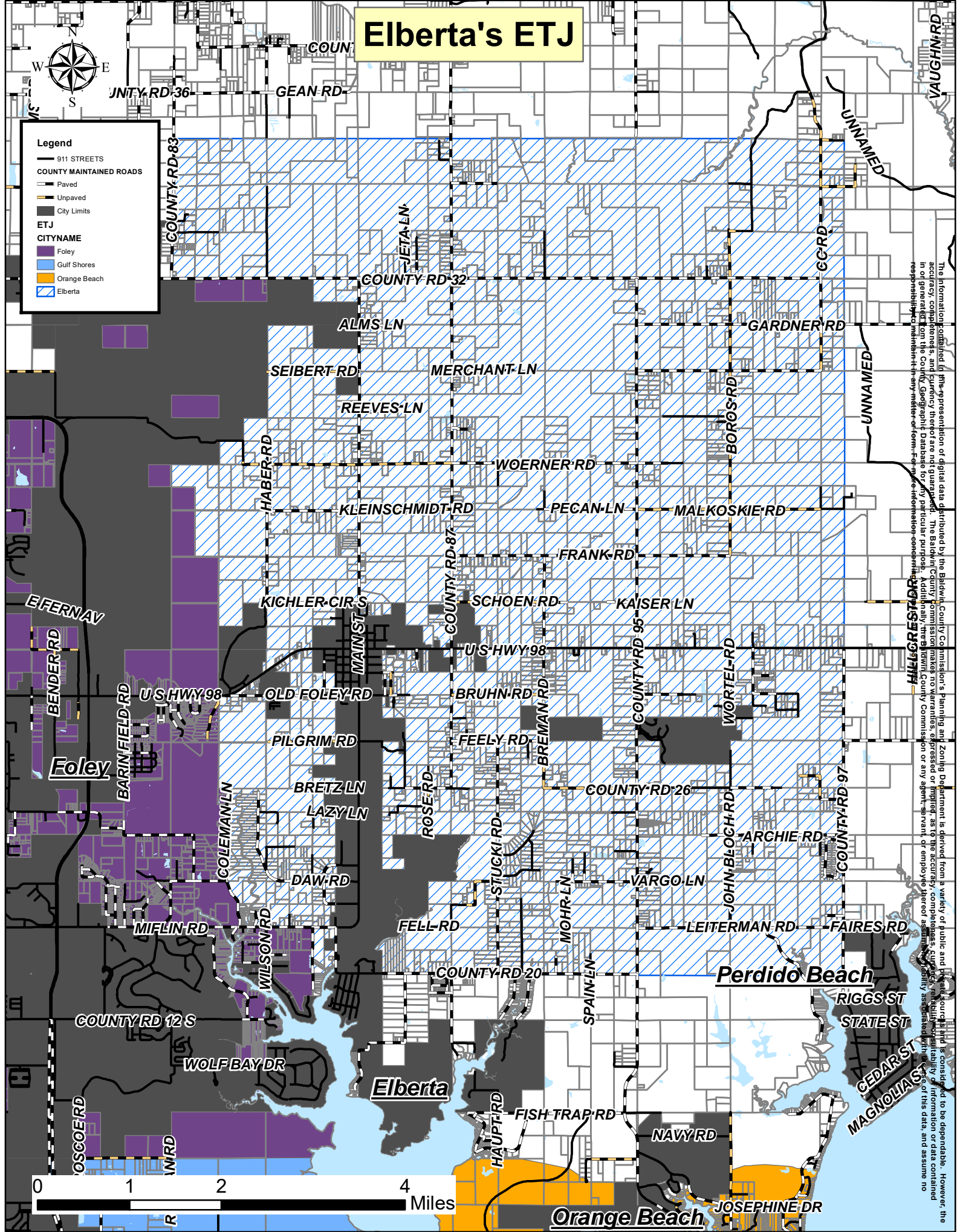
(1) Second-dose measles vaccine will be limited in all counties to children in grades K-12 who are required by state rules to obtain a second dose of measles vaccine and to college students who are being vaccinated as part of a measles re-vaccination effort. Thus, health department second-dose measles vaccination will only be available to individuals currently enrolled in sixth and twelfth grades, children entering kindergarten, sixth and twelfth grades in the fall of 1991 and students currently enrolled or entering college in the fall of 1991. Student sin grades for which vaccination is not

Elberta's ETJ



- Legend**
- 911 STREETS
 - COUNTY MAINTAINED ROADS
 - Paved
 - Unpaved
 - City Limits
- ETJ**
- CITYNAME**
- Foley
 - Gulf Shores
 - Orange Beach
 - Elberta

The information contained in the representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, accuracy, completeness, and currency cannot be guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, or reliability of information or data contained herein. The Baldwin County Commission is not responsible for any particular purpose, use, or misuse of information or data contained herein, or for any damages or losses of any kind, including but not limited to, direct, indirect, or consequential damages, or for any damages or losses of any kind, including but not limited to, direct, indirect, or consequential damages, or for any damages or losses of any kind, including but not limited to, direct, indirect, or consequential damages.





Baldwin County Commission

Agenda Action Form

File #: 21-0748, Version: 1

Item #: CA1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Kelly Childress, Coordinator, Council on Aging

Submitted by: Beverly Johnson, Administrative Assistant, Council on Aging

ITEM TITLE

Proclamation - Older Americans Month - May 2021

STAFF RECOMMENDATION

Adopt a Proclamation which proclaims May 2021, as "Older Americans Month" in Baldwin County, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

"Older Americans Month" is celebrated in May throughout the nation to acknowledge the accomplishments and contributions of older Americans.

The Baldwin County Council on Aging has asked the Baldwin County Commission to proclaim May 2021 as "Older Americans Month" in Baldwin County, Alabama, to pay tribute to the County's senior citizens.

Kelly Childress, Council on Aging Coordinator, along with Ms. Betty Dryden, Loxley S.A.I.L. Center Manager, will be present 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: Commission Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Commission Administration print, place presentation in binder and obtain signatures.

Additional instructions/notes: N/A



**BALDWIN COUNTY COMMISSION
BALDWIN COUNTY, ALABAMA**

PROCLAMATION

PROCLAIMING MAY 2021, AS "OLDER AMERICANS MONTH" IN
BALDWIN COUNTY, ALABAMA.

WHEREAS, the Baldwin County Commission joins in the national recognition of the month of May 2021, as "Older Americans Month" with the theme of "Communities of Strength;" and

WHEREAS, older Americans are valuable members of our society who enhance our communities and personal lives; and

WHEREAS, our older citizens of today and tomorrow promise to be among the most active and involved older adult populations in our nation's history; and

WHEREAS, it is the responsibility of all communities to work collaboratively to address older adults' unique health and long-term care challenges; and

WHEREAS, communities can improve older citizens' overall quality of life by helping them obtain the tools they need to make informed decisions about, and gain better access to, existing health and long-term care options in their communities; and

WHEREAS, the Baldwin County Commission and Baldwin County Council on Aging are proud to serve this generation of treasured citizens and will continue to recognize their contributions during this month and throughout the year; now therefore

BE IT PROCLAIMED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, with deepest respect and admiration, we hereby proclaim May 2021, "OLDER AMERICANS MONTH" in Baldwin County, Alabama, and we urge everyone to take time this May to honor our older adults and the professionals, family members and citizens who care for them.

*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 20th day of
April 2021.*

Commissioner Joe Davis, III, Chairman

ATTEST:

Wayne Dyess, County Administrator



Baldwin County Commission

Agenda Action Form

File #: 21-0754, Version: 1

Item #: EA1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

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 \$9,079,493.19 (nine million, seventy-nine thousand, four hundred ninety-three dollars and nineteen 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, \$4,012,362.66 (four million, twelve thousand, three hundred sixty-two dollars and sixty-six cents) was paid to the Baldwin County Board of Education and \$250,058.70 (two hundred fifty thousand, fifty-eight dollars and seventy 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: April 20, 2021

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin Co. Bd. of Education	3,284,613.69	Sales Tax
	727,748.97	Use Tax
	4,516.00	Resident's Meals; JDC
Gulf Shores Bd. Of Education	197,410.02	Sales Tax
	52,648.68	Use Tax
Regions Bank Corp Trust	69,375.00	2012 Warrant; Apr 2021
	136,890.62	2013 Warrant; Apr 2021
	36,482.09	2014 Warrant; Apr 2021
	218,685.01	2015 Warrant; Apr 2021
	91,949.05	2020B Warrant; Apr 2021
	210,470.83	2020 Warrant; Apr 2021
PH&J Architects, Inc.	2,412,003.01	Professional Services; Sheriff's
Plumcore, Inc.	230,073.43	Contract Services; Sheriff's
Historic Blakely Authority	99,871.00	2nd Qtr FY21 Distribution
Petroleum Traders Coproration	82,462.98	Fuel
Baldwin Tractor & Equipment Co.	80,911.32	Equipment; Parks
	929.35	Repair & Maintenance
Coastal Alabama Community College	68,372.01	Sales Tax
Symbol Health Solutions LLC	64,686.93	Medical; Mar 2021
QCHC, Inc.	57,677.67	Medical; Sheriff's
	4,787.61	Medical; JDC
South Alabama Regional	61,399.18	Temporary Labor
Converge One, Inc.	53,259.76	Software and Hardware; CIS
Vulcan Materials Co.	52,512.40	Road Building Materials
Arrington Curb & Excavation, Inc.	43,375.27	Contract Services, Hwy
Altapointe Health Systems, Inc.	38,880.00	Cigarette Tax; Feb 2021
SDAC	31,874.60	Contract Services; Parks
	5,800.21	Contract Serivces; Hwy
Mobile Asphalt Co., LLC	34,473.36	Road Building Materials
Juvenile Detention Facility	29,495.17	Cigarette Tax; Feb 2021
Baldwin Youth Services	28,188.54	Sales Tax
CDG Engineers and Associates	24,136.25	Professional Services; Solid Waste
B I Incorporated	24,012.75	Ankle Monitoring; Mar 2021
TOTAL	8,559,972.76	

**Baldwin County Commission
Accounts Payable Payments
April 20, 2021**

Vendor Summary		Totals
1	4IMPRINT INC	411.47
2	ACTIVE 911 INC	84.00
3	AFFORDABLE CONEX LLC	3,560.00
4	AL STATE DEPT OF REVENUE	24.25
5	ALABAMA COASTAL RADIOLOGY PC	96.97
6	ALABAMA CORRECTIONAL INDUSTRIES	2,100.00
7	ALABAMA CUSTOM COINS & PINS, LLC	520.00
8	ALTA POINTE HEALTH SYSTEMS INC	38,880.00
9	AL-TRANS SERVICE INC	1,401.68
10	ARRINGTON CURB & EXCAVATION INC	43,375.27
11	AUBURN UNIVERSITY	3,675.00
12	B I INCORPORATED	24,012.75
13	B&H PHOTO & ELECTRONICS CORP	59.99
14	BALDWIN CNTY BOARD OF EDUCATION	4,016,878.66
15	BALDWIN CNTY CORONER'S OFFICE	2,029.50
16	BALDWIN CNTY ECONOMIC DEVELOPMENT	10,829.18
17	BALDWIN CNTY FAMILY VIOLENCE PROJECT	2,011.04
18	BALDWIN CNTY HUMAN RESOURCES DEPT	670.35
19	BALDWIN CNTY JUDGE OF PROBATE	18.00
20	BALDWIN CNTY SHERIFF'S BOYS RANCH	2,011.04
21	BALDWIN CNTY SHERIFF'S OFFICE	5,141.82
23	BALDWIN EMERGENCY PHYSICIANS PC	176.63
24	BALDWIN EYE CLINIC	70.00
25	BALDWIN LOCKSMITH LLC	297.78
26	BALDWIN TRACTOR & EQUIPMENT CO	81,840.67
27	BALDWIN YOUTH SERVICES	28,188.54
28	BARBARA J HAMLIN	6.40
29	BAY MINETTE ANIMAL CLINIC	245.00
30	BAY MINETTE BUILDING SUPPLY	112.07
31	BAY MINETTE YOUTH PROGRAM	2,011.04
32	BAY PAPER	636.84
33	BAY PEST CONTROL COMPANY INC.	113.00
34	BAY SIDE RUBBER & PRODUCTS	5,100.06
35	BEARD EQUIPMENT - MOBILE	5,684.23
36	BEARD EQUIPMENT - POWERPLAN	169.14
37	BEDS & BLINDS	3,474.00
38	BEEBE'S PEST & TERMITE CONTROL	600.00
39	BEHAVIORAL HEALTH SYSTEMS INC	2,730.45
40	BEVERLY G CUTRO	5.60
41	BLOSSMAN GAS INC - FOLEY	147.02
42	BRENDA Q GANEY	3,433.34
43	BRINK'S INCORPORATED	233.65

**Baldwin County Commission
Accounts Payable Payments
April 20, 2021**

	Vendor Summary	Totals
44	CALIBER SMARTCOP/SMARTCOP, INC	1,925.00
45	CAMPBELL HARDWARE & SUPPLY CO	506.60
46	CANDY WOOD, INC	300.00
47	CAPITAL VOLVO TRUCK & TRAILER	2,819.33
48	CARE HOUSE INC	5,027.58
49	CAROLYN FREEMAN	24.00
50	CAVCO, INC.	1,420.51
51	CDG ENGINEERS AND ASSOCIATES	24,136.25
52	CDW - GOVERNMENT, INC	7,944.17
53	CENTRAL BALDWIN VETERINARY HOSPITAL	971.00
54	CERTIFIED LABORATORIES DIVISION	288.00
55	CHARM-TEX INC	599.70
56	CHRISTOPHER J BYRD	219.00
57	CHUCK STEVENS AUTO INC	325.12
58	CHUCK STEVENS CHEVROLET OF BAY MINETTE	845.88
59	CINDY HABER CENTER INC	8,379.31
60	CINTAS CORPORATION NO 2	2,306.69
61	CINTAS FIRST AID & SAFETY	33.57
62	CITY OF DAPHNE YOUTH PROGRAM	2,011.03
63	CITY OF FAIRHOPE YOUTH PROGRAM	2,011.04
64	CITY OF FOLEY YOUTH PROGRAM	2,011.04
65	COASTAL ALABAMA COMMUNITY COLLEGE	68,372.01
66	COASTAL INDUSTRIAL SUPPLY	2,149.00
67	COBLENTZ EQUIPMENT & PARTS CO	1,932.95
68	COCA COLA BOTTLING CO CONSOLIDATED	216.00
69	COCKRELL'S BODY SHOP OF ROBERTSDALE	4,782.67
70	COLONY ANIMAL CLINIC	64.58
71	CONVERGE ONE INC	53,259.76
72	COPY PRODUCTS COMPANY	1,303.99
73	CORPORATE BILLING INC	1,209.60
74	DADE PAPER & BAG CO	7,614.32
75	DANIELLE C BRAZWELL	26.88
76	DAPHNE SEARCH & RESCUE UNIT	3,715.96
77	DAVISON OIL COMPANY INC	803.08
78	DAWN HOUSE	2,011.04
79	DEANNA VICICH COX	900.00
80	DELTA COMPUTER SYSTEMS INC	5,459.00
81	DENNISE WOLSTENHOLME, COURT REPORTER	1,800.00
82	DISTRICT ATTORNEY'S OFFICE	14,075.95
83	DIVERSIFIED COMPUTER SERVICES LLC	750.00
84	DYKES VETERINARY CLINIC	24.00
85	EMPIRE TRUCK SALES INC	954.26

**Baldwin County Commission
Accounts Payable Payments
April 20, 2021**

Vendor Summary		Totals
86	EMPLOYMENT SCREENING SERVICES INC	5,196.00
87	EQUIPMENT SALES CO	3,273.51
88	ETOWAH CHEMICAL SALES & SERVICE	2,677.50
89	EVANS & COMPANY	8,657.75
90	EXPRESS OIL CHANGE	47.17
91	EXPRESS OIL CHANGE - ROBERTSDALE	132.57
92	EXPRESS OIL CHANGE -DAPHNE	94.23
93	FEDEX	1,559.59
94	FERGUSON ENTERPRISES INC - DAPHNE	237.42
95	FLORES & ASSOCIATES	864.50
96	FRANK B FONDREN MD	830.00
97	GALL'S LLC	3,546.62
98	GEOCON ENGINEERING & MATERIAL TESTING IN	150.00
99	GILMORE SERVICES	19.76
100	GLENNA B GRANT	1.92
101	GRAESTONE AGGREGATES, LLC	3,329.75
102	GSP MARKETING INC	11,300.76
103	GULF CHRYSLER PLYMOUTH DODGE	389.54
104	GULF COAST BUILDING SUPPLY & HARDWARE	90.34
105	GULF REGIONAL PATHOLOGISTS PA	750.00
106	GULF SHORES BOARD OF EDUCATION	250,058.70
107	GULF STATES DISTRIBUTORS	13,080.00
108	GWENDOLYN J WIGGINS	35.20
109	HAPPY ACRES VETERINARY CLINIC	664.00
110	HELENA CHEMICAL CO	893.50
111	HI-LINE	1,502.60
112	HILL'S PET NUTRITION INC	343.90
113	HISTORIC BLAKELY AUTHORITY	99,871.00
114	HOLLAND'S PAINT & BODY	12,576.87
115	HUNTER SECURITY INC	648.74
116	I C S	115.41
117	IMC HOSPITALIST LLC	627.51
118	IMC-EMERGENCY PHYSICIANS	3,177.45
119	IMC-NORTH BALDWIN PHYSICIANS GROUP	209.42
120	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	239.00
121	INGRAM EQUIPMENT LLC	3,562.94
122	INTERIOR/EXTERIOR BUILDING SUPPLY - FOLEY	15.84
123	INTERSTATE BILLING SERVICE INC	1,433.58
124	IRMA VAUTRIN	29.60
125	J C PENNEY CO INC	370.60
126	JAMES M MARTIN	181.00
127	JAMES P NIX JR	4,133.33

**Baldwin County Commission
Accounts Payable Payments
April 20, 2021**

Vendor Summary		Totals
128	JANI KING OF MOBILE	783.91
129	JBT POWER LLC	3,713.70
130	JOHNSON, JAMES B	7,758.77
131	JUBILEE GLASS LLC	3,019.00
132	JUVENILE DETENTION FACILITY	29,495.17
133	K & K SYSTEMS INC	5,690.24
134	KAREN L PRINCE	4.00
135	KEET CONSULTING SERVICES LLC	5,200.00
136	KENDEL HENDERSON	58.80
137	KENT ANTHONY GERBER	40.00
138	KENWORTH OF MOBILE INC	388.50
139	KINGS III OF AMERICA INC	539.25
140	KIRBY BUILDING SYSTEMS LLC	2,038.80
141	LABORATORY CORP OF AMERICA HOLDINGS	8,161.00
142	LARRY E BEAUCHAMP	67.20
143	LEAH WILSON	24.80
144	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	5,425.00
145	LISA O SANGSTER	101.00
146	LORI G RUFFIN	99.00
147	LOWER ALABAMA SEARCH & RESCUE	3,715.96
148	LOWE'S - DAPHNE	2,108.03
149	LOWE'S - FOLEY	1,548.66
150	LYLE MACHINERY CO - MOBILE	109.62
151	MAC'S AUTOGLASS LLC	1,910.00
152	MARILYN DILLON	8.00
153	MARY K WHITE	30.24
154	MATHES OF ALABAMA ELECTRIC SUPPLY - FOLEY	21.62
155	MATT INDUSTRIES INC	50.11
156	McGRIFF TIRE CO INC	11,285.01
157	MCPHERSON OIL CO	288.45
158	MCPHERSON OIL CO INC/DBA FUELMAN	2,653.08
159	MEDSTAR	3,245.57
160	METALS USA	1,510.00
161	MIKE HOFFMAN'S EQUIPMENT SERV INC	1,840.51
162	MINDY W SMITH	44.80
163	MISSISSIPPI MOSQUITO CONTROL LLC	15,374.00
164	MOBILE ASPHALT CO LLC	34,473.36
165	MSC INDUSTRIAL DIRECT CO INC	3,131.26
166	MWI ANIMAL HEALTH	1,049.05
167	NATIONAL HURRICANE CONFERENCE	375.00
168	NELL CALLOWAY	7.60
169	NINA L CLARK	51.20

**Baldwin County Commission
Accounts Payable Payments
April 20, 2021**

	Vendor Summary	Totals
170	NORTH BALDWIN SHERIFF'S SEARCH & RESCUE	3,715.96
171	NORTH BALDWIN UTILITIES	9,140.23
172	ONE CUT GLASS, LLC	250.00
173	ONETIME-REFUND	898.00
174	ONLINE SOLUTIONS, LLC	2,072.78
175	OPC NEWS, LLC	1,444.92
176	O'REILLY AUTO PARTS	4,960.11
177	OTIS ELEVATOR CO	900.00
178	PAMELA S DAVIS	25.76
179	PETERSEN IND	880.29
180	PETROLEUM TRADERS CORPORATION	82,462.98
181	PH & J ARCHITECTS INC	2,412,003.01
182	PLUMCORE, INC.	230,073.43
183	POWER SYSTEMS OF MS	13,550.00
184	QCHC INC	62,465.28
185	QUADIENT LEASING USA, INC.	1,594.44
186	QUICK CAPTION INC	500.00
187	REGIONS BANK CORP TRUST	763,852.60
188	REPUBLIC SERVICES #986	1,209.00
189	ROBERTSDALE AUTO PARTS INC	4,971.24
190	ROBERTSDALE POWER EQUIPMENT	1,276.31
191	SANDRA'S PLACE	320.04
192	SANDY SANSING FORD	224.77
193	SCS FIELD SERVICES	8,610.42
194	SDAC	37,674.81
195	SERVICEMASTER ACTION CLEANING	2,247.00
196	SHARP ELECTRONICS CORPORATION	15,862.10
197	SHERWIN WILLIAMS - SPANISH FORT	18.24
198	SHORELINE ENVIRONMENTAL INC	202.50
199	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	2,313.39
200	SOFTWARE HOUSE INT dba SHI	2,089.52
201	SOUTH ALABAMA REGIONAL	61,399.18
202	SOUTHWEST ALABAMA ABUSE NETWORK INC	164.32
203	STAPLES CONTRACT - PROMOTIONAL & APPAREL	4,032.33
204	STAPLES CONTRACT & COMMERCIAL INC	14,217.19
205	STATE OF ALABAMA DEPT OF LABOR	50.00
206	STEPHENS-PECK INC	400.00
207	SUPERIOR COLLISION INC	791.00
208	SUSAN ALLEN	15.01
209	SWEAT TIRE - BAY MINETTE	430.81
210	SWEAT TIRE - ROBERTSDALE	356.32
211	SYMBOL HEALTH SOLUTIONS LLC	64,686.93

**Baldwin County Commission
Accounts Payable Payments
April 20, 2021**

Vendor Summary		Totals
212	TAMMY R THOMLEY	18.82
213	TAYLOR'S TOWING	500.00
214	TESSCO TECHNOLOGIES	199.02
215	THE PRINT SHOP	132.00
216	THOMPSON ENGINEERING	14,122.66
217	THOMPSON TRACTOR CO	18,521.63
218	TONY'S TOWING INC	731.25
219	TRACTOR & EQUIPMENT - MOBILE	443.48
220	TRANE-MOBILE PARTS CENTER	7,613.00
221	TRANSUNION RISK & ALTERNATIVE	190.30
222	TRAVIS PAUL MD PC	2,750.00
223	TSA INC	9,037.00
224	TYLER TECHNOLOGIES, INC.	1,400.00
225	ULINE INC	151.75
226	UNITED REFRIGERATION	134.31
227	VERMEER SALES & SERVICE	1,016.34
228	VULCAN MATERIALS CO	52,512.40
229	VULCAN SIGNS	3,264.00
230	W W GRAINGER	1,884.00
231	WAL-MART SUPERCENTER - BAY MINETTE	188.58
232	WALTERS CONTROLS INC	547.60
233	WARRINER CONSTRUCTION	10,028.00
234	WATERMARK DESIGN GROUP, LLC	8,784.00
235	WESCO - FOLEY	227.92
236	WESCO RECEIVABLES CORP	1,385.21
237	WEST GROUP PAYMENT CENTER	1,375.04
238	WILMA L JAYJOHN	20.00
239	WITTICHEN SUPPLY - DAPHNE	599.26
240	WM CORPORATE SERVICES, INC.	1,427.27
241	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	395.00
242	WOOD FRUITTICHER GROCERY CO INC	588.85
243	WRIGHTS MOTOR PARTS INC	1,997.59
Grand Total		9,079,493.19

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 401			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	5684 4092021		GS042021	250,058.70	.00	.00	9205748
CASH 999	2021/07	INV 04/09/2021	SEP-CHK: N	DISC: .00		100 23110	197,410.02	1099:
ACCT 10010	DEPT 51700	DUE 04/20/2021	DESC:SALES/USE TAX			100 23111	52,648.68	1099:
1 APPROVED PAID INVOICES			TOTAL		250,058.70			
1 INVOICE(S)			REPORT POST TOTAL		250,058.70			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 402				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	5685 4092021		BE042021	4,012,362.66	.00	.00	9205749
CASH 999	2021/07	INV 04/09/2021	SEP-CHK: N	DISC: .00		100 23100	3,284,613.69	1099:
ACCT 10010	DEPT 51700	DUE 04/20/2021	DESC:SALES /	USE TAX		100 23101	727,748.97	1099:
14116	00000 BALDWIN CNTY BOA	5686 33121		BE042021	4,516.00	.00	.00	9205750
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		10552610 52180	4,516.00	1099:
ACCT 10010	DEPT 555	DUE 04/20/2021	DESC:RESIDENT MEALS; MARCH	PO 20211820				
2 APPROVED PAID INVOICES		TOTAL		4,016,878.66				
2 INVOICE(S)		REPORT POST TOTAL		4,016,878.66				

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 403				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191564	00000 JAMES P NIX JR	5687 APR 2021		M042021A	4,133.33	.00	.00	9205751
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		10051600 51190	4,133.33	1099:
ACCT 10010	DEPT 555	DUE 04/20/2021	DESC: SUPERNUMERARY; APR 2021					
4095	00000 JOHNSON, JAMES B	5688 APR 2021		M042021A	7,758.77	.00	.00	9205752
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		10052100 51190	7,758.77	1099:
ACCT 10010	DEPT 555	DUE 04/20/2021	DESC: RETIREMENT; APR 2021					
123781	00000 REGIONS BANK COR	5690 4012021; 2012		M042021A	69,375.00	.00	.00	9205753
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		304 11500	69,375.00	1099:
ACCT 10010	DEPT 51700	DUE 04/20/2021	DESC: 2012 WARRANT; APR 2021					
123781	00000 REGIONS BANK COR	5692 4012021; 2013		M042021A	136,890.62	.00	.00	9205754
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		304 11500	136,890.62	1099:
ACCT 10010	DEPT 51700	DUE 04/20/2021	DESC: 2013 WARRANT; APR 2021					
123781	00000 REGIONS BANK COR	5694 4012021; 2014		M042021A	36,482.09	.00	.00	9205755
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		304 11500	36,482.09	1099:
ACCT 10010	DEPT 51700	DUE 04/20/2021	DESC: 2014 WARRANT; APR 2021					
123781	00000 REGIONS BANK COR	5696 4012021; 2015		M042021A	218,685.01	.00	.00	9205756
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		304 11500	218,685.01	1099:
ACCT 10010	DEPT 51700	DUE 04/20/2021	DESC: 2015 WARRANT; APR 2021					
123781	00000 REGIONS BANK COR	5698 4012021; 2020B		M042021A	91,949.05	.00	.00	9205757
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		304 11500	91,949.05	1099:
ACCT 10010	DEPT 51700	DUE 04/20/2021	DESC: 2020B WARRANT; APR 2021					
123781	00000 REGIONS BANK COR	5699 4012021; 2020		M042021A	210,470.83	.00	.00	9205758
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		304 11500	210,470.83	1099:
ACCT 10010	DEPT 51700	DUE 04/20/2021	DESC: 2020 WARRANT; APR 2021					

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 403		DOCUMENT		NEW INVOICES			
VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
8 APPROVED PAID INVOICES			TOTAL		775,744.70		
8 INVOICE(S)			REPORT POST TOTAL		775,744.70		

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
158051	4IMPRINT INC	8836432	5150	411.47
182227	ACTIVE 911 INC	277737	5287	84.00
106729	AFFORDABLE CONEX LLC	2081	5374	3,560.00
54317	AL STATE DEPT OF REVENUE	4082021	5712	24.25
10202	AL-TRANS SERVICE INC	48998	4921	1,401.68
181921	ALABAMA COASTAL RADIOLOGY PC	12082020; RPC401176	5471	96.97
10064	ALABAMA CORRECTIONAL INDUSTRIES	211989	5255	2,100.00
191109	ALABAMA CUSTOM COINS & PINS, LLC	3232021	4930	520.00
181852	ALTA POINTE HEALTH SYSTEMS INC	FEB 2021	4951	38,880.00
183833	ARRINGTON CURB & EXCAVATION INC	#5;BCP0216717	5423	43,375.27
10013	AUBURN UNIVERSITY	V0023386	5298	300.00
10225	AUBURN UNIVERSITY	V0004207	5302	1,925.00
10225	AUBURN UNIVERSITY	V0004204	5305	1,450.00
181136	B I INCORPORATED	1245491	5650	24,012.75
163096	B&H PHOTO & ELECTRONICS CORP	186544232	4924	59.99
159329	BALDWIN CNTY CORONER'S OFFICE	3312021	5709	2,029.50
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	4092021	5641	10,829.18
14567	BALDWIN CNTY FAMILY VIOLENCE PROJECT	FEB 2021	4953	2,011.04
66034	BALDWIN CNTY HUMAN RESOURCES DEPT	FEB 2021	4952	670.35
14579	BALDWIN CNTY JUDGE OF PROBATE	040521; VIN# KE29563	5312	18.00
10307	BALDWIN CNTY SHERIFF'S BOYS RANCH	FEB 2021	4954	2,011.04
136611	BALDWIN CNTY SHERIFF'S OFFICE	ACT 2011-640; MAR'21	4933	1,730.00
136611	BALDWIN CNTY SHERIFF'S OFFICE	3312021	5635	2,241.82
136611	BALDWIN CNTY SHERIFF'S OFFICE	04092021	5637	1,170.00
65736	BALDWIN EMERGENCY PHYSICIANS PC	11112020	5472	176.63
165665	BALDWIN EYE CLINIC	3172021	5473	70.00
14534	BALDWIN LOCKSMITH LLC	22080	4922	297.78
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-41376	4987	117.96
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-41596	4988	434.50
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-41691	4989	182.44
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-42217	5607	194.45
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-38272	5611	80,911.32
14132	BALDWIN YOUTH SERVICES	4092021	5638	28,188.54
162894	BARBARA J HAMLIN	2262021	5275	6.40
14018	BAY MINETTE ANIMAL CLINIC	5852-21	5412	245.00
14029	BAY MINETTE BUILDING SUPPLY	2091927	5256	107.97
14029	BAY MINETTE BUILDING SUPPLY	2097777	5090	4.10
94182	BAY MINETTE YOUTH PROGRAM	FEB 2021	4955	2,011.04
54092	BAY PAPER	469502	4923	636.84
191016	BAY PEST CONTROL COMPANY INC.	3302021	5399	113.00
54050	BAY SIDE RUBBER & PRODUCTS	7288	4991	405.13
54050	BAY SIDE RUBBER & PRODUCTS	7291	4992	894.40
54050	BAY SIDE RUBBER & PRODUCTS	7306	5140	195.45
54050	BAY SIDE RUBBER & PRODUCTS	7538	5146	1,881.20
54050	BAY SIDE RUBBER & PRODUCTS	7539	5147	974.97
54050	BAY SIDE RUBBER & PRODUCTS	7542	5149	396.17
54050	BAY SIDE RUBBER & PRODUCTS	7558	5313	352.74
185645	BEARD EQUIPMENT - MOBILE	1401160	5093	1,394.78
185645	BEARD EQUIPMENT - MOBILE	1401194	5095	4,289.45
14075	BEARD EQUIPMENT - POWERPLAN	1400964	5092	169.14
89623	BEDS & BLINDS	10837572	5670	3,474.00

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
78721	BEEBE'S PEST & TERMITE CONTROL	16655; 2021	4962	300.00
78721	BEEBE'S PEST & TERMITE CONTROL	292102B	5317	300.00
79396	BEHAVIORAL HEALTH SYSTEMS INC	20210203 BCC	5413	1,102.20
79396	BEHAVIORAL HEALTH SYSTEMS INC	20210402 BCC	5414	1,107.21
79396	BEHAVIORAL HEALTH SYSTEMS INC	20210402 BCSO	5415	521.04
188692	BEVERLY G CUTRO	3222021	5282	5.60
14006	BLOSSMAN GAS INC - FOLEY	16236397	5265	117.13
14006	BLOSSMAN GAS INC - FOLEY	16457201	5162	29.89
116169	BRENDA Q GANEY	2021-033	5642	3,433.34
101717	BRINK'S INCORPORATED	3924376	5710	233.65
186493	CALIBER SMARTCOP/SMARTCOP, INC	SCIMN0000022	4965	1,925.00
19009	CAMPBELL HARDWARE & SUPPLY CO	241142	5375	105.56
19009	CAMPBELL HARDWARE & SUPPLY CO	20211799	5678	401.04
184466	CANDY WOOD, INC	1509	5648	300.00
180153	CAPITAL VOLVO TRUCK & TRAILER	3338025	5623	234.25
180153	CAPITAL VOLVO TRUCK & TRAILER	3338563	5624	855.04
180153	CAPITAL VOLVO TRUCK & TRAILER	3338355	5625	236.24
180153	CAPITAL VOLVO TRUCK & TRAILER	3338181	5627	62.35
180153	CAPITAL VOLVO TRUCK & TRAILER	quote	4926	234.25
180153	CAPITAL VOLVO TRUCK & TRAILER	3337984	4927	634.48
180153	CAPITAL VOLVO TRUCK & TRAILER	3337988	4928	562.72
92208	CARE HOUSE INC	FEB 2021	4956	5,027.58
184928	CAROLYN FREEMAN	3262021	5279	24.00
1858	CAVCO, INC.	82580	4994	711.97
1858	CAVCO, INC.	82585	5616	708.54
107511	CDG ENGINEERS AND ASSOCIATES	#2;PROJ#R079321057	5417	10,832.50
107511	CDG ENGINEERS AND ASSOCIATES	#1;PROJ#R079321037	5421	10,875.00
107511	CDG ENGINEERS AND ASSOCIATES	#8;PROJ#R079320453	5422	2,428.75
102875	CDW - GOVERNMENT, INC	9853370	5380	475.00
102875	CDW - GOVERNMENT, INC	9891239	5381	20.34
102875	CDW - GOVERNMENT, INC	9948794	5382	674.28
102875	CDW - GOVERNMENT, INC	9949277	5383	2,177.65
102875	CDW - GOVERNMENT, INC	9972241-2253	5616	76.64
102875	CDW - GOVERNMENT, INC	9806649	5618	48.36
102875	CDW - GOVERNMENT, INC	9812982	5619	46.50
102875	CDW - GOVERNMENT, INC	9714393-5356	5620	1,256.10
102875	CDW - GOVERNMENT, INC	8160972	5621	410.34
102875	CDW - GOVERNMENT, INC	9721575	4929	511.70
102875	CDW - GOVERNMENT, INC	9587449*49099*06637	4934	2,247.26
27714	CENTRAL BALDWIN VETERINARY HOSPITAL	300101	5701	971.00
180354	CERTIFIED LABORATORIES DIVISION	7292774	5651	144.00
180354	CERTIFIED LABORATORIES DIVISION	7292873	4925	144.00
116898	CHARM-TEX INC	245669-IN	5622	599.70
189212	CHRISTOPHER J BYRD	3242021	5404	219.00
94060	CHUCK STEVENS AUTO INC	188537	5096	325.12
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	635237	5097	245.92
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	635271	5101	599.96
14572	CINDY HABER CENTER INC	FEB 2021	4958	8,379.31
187695	CINTAS CORPORATION NO 2	P#1616004 FEB 2021	5172	13.17
187695	CINTAS CORPORATION NO 2	P#16145798 JAN 2021	5173	48.52
187695	CINTAS CORPORATION NO 2	1901879404	5259	1,840.00

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
187695	CINTAS CORPORATION NO 2	9124161798	5280	(185.00)
187695	CINTAS CORPORATION NO 2	9118274624	5288	(185.00)
187695	CINTAS CORPORATION NO 2	9124161803	5299	(100.00)
187695	CINTAS CORPORATION NO 2	9123683461	5301	580.00
187695	CINTAS CORPORATION NO 2	1901839876	5297	240.00
187695	CINTAS CORPORATION NO 2	1901621786	5580	55.00
105435	CINTAS FIRST AID & SAFETY	5056209080	5157	33.57
156427	CITY OF DAPHNE YOUTH PROGRAM	FEB 2021	4960	2,011.03
156443	CITY OF FAIRHOPE YOUTH PROGRAM	FEB 2021	4947	2,011.04
156435	CITY OF FOLEY YOUTH PROGRAM	FEB 2021	4948	2,011.04
25040	COASTAL ALABAMA COMMUNITY COLLEGE	4092021	5639	68,372.01
182244	COASTAL INDUSTRIAL SUPPLY	51771	5377	2,077.00
182244	COASTAL INDUSTRIAL SUPPLY	52078	5378	72.00
181306	COBLENTZ EQUIPMENT & PARTS CO	80647	5105	1,932.95
97682	COCA COLA BOTTLING CO CONSOLIDATED	19254208840	5376	216.00
142527	COCKRELL'S BODY SHOP OF ROBERTSDALE	5322	5323	1,223.37
142527	COCKRELL'S BODY SHOP OF ROBERTSDALE	5328	5324	2,066.30
142527	COCKRELL'S BODY SHOP OF ROBERTSDALE	5360	5514	901.00
142527	COCKRELL'S BODY SHOP OF ROBERTSDALE	5185	5626	592.00
189950	COLONY ANIMAL CLINIC	11787 03/2021	5702	64.58
191106	CONVERGE ONE INC	IE9071557	5557	52,395.76
191106	CONVERGE ONE INC	IE9071312	5326	864.00
181821	COPY PRODUCTS COMPANY	29078214	5418	1,223.99
181821	COPY PRODUCTS COMPANY	1872352	5416	80.00
27242	CORPORATE BILLING INC	516672	5329	1,209.60
115852	DADE PAPER & BAG CO	14948901	5384	365.94
115852	DADE PAPER & BAG CO	14959727	5625	2,049.67
115852	DADE PAPER & BAG CO	14959527	5618	948.00
115852	DADE PAPER & BAG CO	14948952	5619	234.56
115852	DADE PAPER & BAG CO	14955278	5620	1,505.17
115852	DADE PAPER & BAG CO	14961609	5621	694.06
115852	DADE PAPER & BAG CO	14959664/61734	5623	522.79
115852	DADE PAPER & BAG CO	14934573	5080	156.20
115852	DADE PAPER & BAG CO	14945189	5081	917.11
115852	DADE PAPER & BAG CO	14943333	4935	166.53
115852	DADE PAPER & BAG CO	14939027	4938	54.29
114251	DANIELLE C BRAZWELL	3252021	5403	26.88
116644	DAPHNE SEARCH & RESCUE UNIT	FEB 2021	4937	3,715.96
21179	DAVISON OIL COMPANY INC	466882-IN	5327	803.08
111641	DAWN HOUSE	FEB 2021	4949	2,011.04
180834	DEANNA VICICH COX	4012021	5644	900.00
21252	DELTA COMPUTER SYSTEMS INC	4012021	5420	5,459.00
191743	DENNISE WOLSTENHOLME, COURT REPORTER	DW-MARCH-2021	5643	1,800.00
21127	DISTRICT ATTORNEY'S OFFICE	4092021	5640	14,075.95
121857	DIVERSIFIED COMPUTER SERVICES LLC	21-10253	5419	750.00
21153	DYKES VETERINARY CLINIC	764296/764297	5427	24.00
62623	EMPIRE TRUCK SALES INC	CE010284653:01	5511	347.68
62623	EMPIRE TRUCK SALES INC	CE010286142:01	5308	606.58
104310	EMPLOYMENT SCREENING SERVICES INC	13078128	5617	5,196.00
25048	EQUIPMENT SALES CO	40348	5309	320.36
25048	EQUIPMENT SALES CO	40251	4995	2,953.15

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
86633	ETOWAH CHEMICAL SALES & SERVICE	597028	4940	765.00
86633	ETOWAH CHEMICAL SALES & SERVICE	597065	5082	382.50
86633	ETOWAH CHEMICAL SALES & SERVICE	597066	5083	765.00
86633	ETOWAH CHEMICAL SALES & SERVICE	597067	5084	765.00
43932	EVANS & COMPANY	144636	5078	195.75
43932	EVANS & COMPANY	144498	5310	1,060.00
43932	EVANS & COMPANY	144499	5311	2,050.00
43932	EVANS & COMPANY	144258	4996	2,904.00
43932	EVANS & COMPANY	144248	4997	2,448.00
94932	EXPRESS OIL CHANGE	1903-3108026	5387	47.17
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904-116621	5385	63.31
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904-116728	4941	69.26
109073	EXPRESS OIL CHANGE - DAPHNE	1901-864703	5386	94.23
41646	FEDEX	7-317-03672; 2407-7	5328	75.14
41646	FEDEX	7-316-93557; 2157-7	5322	33.07
41646	FEDEX	7-324-26327; 2407-7	5333	112.95
41646	FEDEX	7-324-15321; 7393-2	5336	35.29
41646	FEDEX	7-316-98484; 9470-6	5340	1,220.44
41646	FEDEX	7-309-47212; 9470-6	5337	31.61
41646	FEDEX	7-324-58143; 9470-6	5344	51.09
142551	FERGUSON ENTERPRISES INC - DAPHNE	1759454	5627	226.93
142551	FERGUSON ENTERPRISES INC - DAPHNE	1539273	5653	10.49
188242	FLORES & ASSOCIATES	281855	5428	864.50
25314	FRANK B FONDREN MD	2172021	5474	235.00
25314	FRANK B FONDREN MD	2182021	5475	230.00
25314	FRANK B FONDREN MD	2232021	5476	225.00
25314	FRANK B FONDREN MD	3102021	5477	140.00
27263	GALL'S LLC	BC1328657	5628	89.00
27263	GALL'S LLC	BC1320450	5606	110.00
27263	GALL'S LLC	BC1314175	4990	192.50
27263	GALL'S LLC	BC1312311	4975	76.00
27263	GALL'S LLC	OR17950325	4976	(1.00)
27263	GALL'S LLC	BC1321405	5065	59.00
27263	GALL'S LLC	BC1321407	5066	177.00
27263	GALL'S LLC	BC1320465	5067	272.00
27263	GALL'S LLC	BC1321587	5068	26.00
27263	GALL'S LLC	BC1321733	5069	56.00
27263	GALL'S LLC	BC1320432	5070	88.00
27263	GALL'S LLC	BC1321449	5071	330.00
27263	GALL'S LLC	BC1314126	5270	68.00
27263	GALL'S LLC	BC1324774	5143	187.12
27263	GALL'S LLC	BC1325630	5144	421.00
27263	GALL'S LLC	BC1313984	5167	730.00
27263	GALL'S LLC	BC1288504	5168	49.00
27263	GALL'S LLC	17583433	5170	(49.00)
27263	GALL'S LLC	BC1305133	5171	666.00
182991	GEOCON ENGINEERING & MATERIAL TESTING IN	5223	5682	150.00
185711	GILMORE SERVICES	120750	5346	19.76
184186	GLENNA B GRANT	2262021	5272	1.92
186138	GRAESTONE AGGREGATES, LLC	6038	4979	1,319.54
186138	GRAESTONE AGGREGATES, LLC	6087*6093	5649	2,010.21

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
189486	GSP MARKETING INC	P23997	5715	990.02
189486	GSP MARKETING INC	P23933	5717	8,028.19
189486	GSP MARKETING INC	P23932-1	5718	2,282.55
27030	GULF CHRYSLER PLYMOUTH DODGE	6095939/1	5109	389.54
181424	GULF COAST BUILDING SUPPLY & HARDWARE	671622/1	5111	47.25
181424	GULF COAST BUILDING SUPPLY & HARDWARE	904232/1	5112	4.49
181424	GULF COAST BUILDING SUPPLY & HARDWARE	667086/1	5320	38.60
85067	GULF REGIONAL PATHOLOGISTS PA	2252021	5478	750.00
27181	GULF STATES DISTRIBUTORS	1377858-IN	5429	12,885.00
27181	GULF STATES DISTRIBUTORS	1375953-IN	5430	195.00
183823	GWENDOLYN J WIGGINS	3232021	5274	35.20
188103	HAPPY ACRES VETERINARY CLINIC	35992	5431	664.00
32010	HELENA CHEMICAL CO	264656847	4943	893.50
120432	HI-LINE	10847435	4998	154.40
120432	HI-LINE	10847434	5153	96.00
120432	HI-LINE	10847438	5155	225.52
120432	HI-LINE	10847437	5156	225.57
120432	HI-LINE	10847834	5161	353.35
120432	HI-LINE	10850556	5613	223.26
120432	HI-LINE	10850553	5615	224.50
188391	HILL'S PET NUTRITION INC	238530842	5388	343.90
116126	HISTORIC BLAKELY AUTHORITY	2QFY21	5636	99,871.00
185351	HOLLAND'S PAINT & BODY	6041	5142	5,285.47
185351	HOLLAND'S PAINT & BODY	6083	5077	2,097.80
185351	HOLLAND'S PAINT & BODY	5956	5174	260.00
185351	HOLLAND'S PAINT & BODY	6001	5269	4,933.60
32419	HUNTER SECURITY INC	4012021	5652	648.74
120811	I C S	33005219	5691	115.41
189455	IMC HOSPITALIST LLC	11082020	5500	129.68
189455	IMC HOSPITALIST LLC	11222020	5501	193.26
189455	IMC HOSPITALIST LLC	11232020	5502	102.08
189455	IMC HOSPITALIST LLC	12282020	5503	131.29
189455	IMC HOSPITALIST LLC	1232021	5504	71.20
190029	IMC-EMERGENCY PHYSICIANS	8252020	5485	121.02
190029	IMC-EMERGENCY PHYSICIANS	9122020	5486	176.63
190029	IMC-EMERGENCY PHYSICIANS	10172020	5487	176.63
190029	IMC-EMERGENCY PHYSICIANS	10252020	5488	121.02
190029	IMC-EMERGENCY PHYSICIANS	11082020	5489	184.74
190029	IMC-EMERGENCY PHYSICIANS	12212020	5490	184.74
190029	IMC-EMERGENCY PHYSICIANS	12242020	5491	176.63
190029	IMC-EMERGENCY PHYSICIANS	1132021	5492	228.93
190029	IMC-EMERGENCY PHYSICIANS	1222021	5493	433.08
190029	IMC-EMERGENCY PHYSICIANS	1282021; 86920	5494	71.20
190029	IMC-EMERGENCY PHYSICIANS	1282021; 93360	5495	184.74
190029	IMC-EMERGENCY PHYSICIANS	1292021	5496	176.63
190029	IMC-EMERGENCY PHYSICIANS	2212021	5497	176.63
190029	IMC-EMERGENCY PHYSICIANS	3122021	5498	588.20
190029	IMC-EMERGENCY PHYSICIANS	3132021	5499	176.63
189816	IMC-NORTH BALDWIN PHYSICIANS GROUP	11232020; 370960	5505	209.42
139782	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	C49780A	5713	239.00
48864	INGRAM EQUIPMENT LLC	45369-IN	5239	3,562.94

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
186165	INTERIOR/EXTERIOR BUILDING SUPPLY - FOLEY	2264556-00	5001	15.84
114420	INTERSTATE BILLING SERVICE INC	3023013383	5609	258.98
114420	INTERSTATE BILLING SERVICE INC	3022968667	5610	334.00
114420	INTERSTATE BILLING SERVICE INC	3022971746	5604	539.10
114420	INTERSTATE BILLING SERVICE INC	3022976514	5605	301.50
78043	IRMA VAUTRIN	3232021	5273	29.60
1877	J C PENNEY CO INC	5598	5263	370.60
190646	JAMES M MARTIN	3192021	5407	181.00
87767	JANI KING OF MOBILE	MOB04210139	5433	346.45
87767	JANI KING OF MOBILE	MOB04210175	5703	133.67
87767	JANI KING OF MOBILE	MOB04210176	5704	303.79
188429	JBT POWER LLC	252725	5700	1,249.00
188429	JBT POWER LLC	254236	5628	2,464.70
164321	JUBILEE GLASS LLC	1121	5258	3,019.00
105	JUVENILE DETENTION FACILITY	FEB 2021	4950	29,495.17
121451	K & K SYSTEMS INC	17536	5389	5,690.24
186961	KAREN L PRINCE	3262021	5286	4.00
107220	KEET CONSULTING SERVICES LLC	102895	5352	3,900.00
107220	KEET CONSULTING SERVICES LLC	102897	5353	1,300.00
183951	KENDEL HENDERSON	36262021	5406	58.80
183056	KENT ANTHONY GERBER	3122021	5277	40.00
95783	KENWORTH OF MOBILE INC	440421544	5330	388.50
160995	KINGS III OF AMERICA INC	1960888	5354	255.54
160995	KINGS III OF AMERICA INC	1972158	5436	113.70
160995	KINGS III OF AMERICA INC	1972719	5437	83.97
160995	KINGS III OF AMERICA INC	1972598	5438	86.04
1876	KIRBY BUILDING SYSTEMS LLC	14140	5262	2,038.80
127597	LABORATORY CORP OF AMERICA HOLDINGS	2222021	5479	3,908.00
127597	LABORATORY CORP OF AMERICA HOLDINGS	2242021	5480	4,104.00
127597	LABORATORY CORP OF AMERICA HOLDINGS	3052021	5481	149.00
191434	LARRY E BEAUCHAMP	3092021	5284	67.20
185113	LEAH WILSON	3232021	5281	24.80
192692	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	329	5443	5,425.00
127343	LISA O SANGSTER	3/19/21	5408	101.00
181809	LORI G RUFFIN	3302021	5645	99.00
136872	LOWE'S - DAPHNE	1318	5113	116.13
136872	LOWE'S - DAPHNE	1406	5114	139.30
136872	LOWE'S - DAPHNE	1066	5115	142.22
136872	LOWE'S - DAPHNE	1068	5116	107.11
136872	LOWE'S - DAPHNE	1320	5117	404.37
136872	LOWE'S - DAPHNE	93644	5118	474.05
136872	LOWE'S - DAPHNE	1432	5119	235.02
136872	LOWE'S - DAPHNE	1250	5120	10.42
136872	LOWE'S - DAPHNE	10504	5121	29.88
136872	LOWE'S - DAPHNE	2088	5122	176.05
136872	LOWE'S - DAPHNE	1884	5123	83.52
136872	LOWE'S - DAPHNE	1886	5124	189.96
87716	LOWE'S - FOLEY	4004	5125	138.66
87716	LOWE'S - FOLEY	84837	5127	26.91
87716	LOWE'S - FOLEY	84835	5128	316.79
87716	LOWE'S - FOLEY	39732	5129	74.74

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
87716	LOWE'S - FOLEY	86742	5130	733.59
87716	LOWE'S - FOLEY	24238	5131	128.31
87716	LOWE'S - FOLEY	88234	5133	129.66
104871	LOWER ALABAMA SEARCH & RESCUE	FEB 2021	4944	3,715.96
172718	LYLE MACHINERY CO - MOBILE	P33123	5134	109.62
185396	MAC'S AUTOGLASS LLC	3112021.1B	5059	65.00
185396	MAC'S AUTOGLASS LLC	3112021BC	5061	275.00
185396	MAC'S AUTOGLASS LLC	3182021.1B	5062	245.00
185396	MAC'S AUTOGLASS LLC	3182021BC	5063	245.00
185396	MAC'S AUTOGLASS LLC	2252021BC	4999	265.00
185396	MAC'S AUTOGLASS LLC	3122021BC	5000	245.00
185396	MAC'S AUTOGLASS LLC	4072021BC	5608	325.00
185396	MAC'S AUTOGLASS LLC	3302021BC	5513	245.00
193194	MARILYN DILLON	3232021	5286	8.00
103202	MARY K WHITE	3112021	5411	30.24
40034	MATHES OF ALABAMA ELECTRIC SUPPLY - FOLEY	508012-00	5058	21.62
1878	MATT INDUSTRIES INC	12521	5266	50.11
149690	McGRIFF TIRE CO INC	4870021272	5076	311.35
149690	McGRIFF TIRE CO INC	4870015789	5159	256.83
149690	McGRIFF TIRE CO INC	4870021687	5055	3,637.90
149690	McGRIFF TIRE CO INC	4870021427	5056	4,489.75
149690	McGRIFF TIRE CO INC	4870021150	5057	271.78
149690	McGRIFF TIRE CO INC	4870021995	5612	2,317.40
123094	MCPHERSON OIL CO	864655	5331	288.45
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP59885592	5626	1,328.46
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP59817249	5624	1,324.62
186268	MEDSTAR	90488; 1/15/21	5482	1,067.69
186268	MEDSTAR	90489; 1/20/21	5483	1,206.74
186268	MEDSTAR	90763; 2/20/21	5484	971.14
91555	METALS USA	MOIV329508	4969	1,510.00
106219	MIKE HOFFMAN'S EQUIPMENT SERV INC	474977	4957	1,840.51
191999	MINDY W SMITH	3112021	5409	44.80
187808	MISSISSIPPI MOSQUITO CONTROL LLC	32021	5426	15,374.00
40589	MOBILE ASPHALT CO LLC	15051	5629	1,370.97
40589	MOBILE ASPHALT CO LLC	15112	5654	245.89
40589	MOBILE ASPHALT CO LLC	15047	5655	248.63
40589	MOBILE ASPHALT CO LLC	15003	5656	154.05
40589	MOBILE ASPHALT CO LLC	15048	5657	154.05
40589	MOBILE ASPHALT CO LLC	15053	5658	168.85
40589	MOBILE ASPHALT CO LLC	15080	5659	163.93
40589	MOBILE ASPHALT CO LLC	15113	5660	263.93
40589	MOBILE ASPHALT CO LLC	15079	5661	255.18
40589	MOBILE ASPHALT CO LLC	15052	5662	251.91
40589	MOBILE ASPHALT CO LLC	15015	5663	537.90
40589	MOBILE ASPHALT CO LLC	14992	5664	173.22
40589	MOBILE ASPHALT CO LLC	15002	5665	452.57
40589	MOBILE ASPHALT CO LLC	15124	5666	377.93
40589	MOBILE ASPHALT CO LLC	15131	5667	142.81
40589	MOBILE ASPHALT CO LLC	15105	5668	327.42
40589	MOBILE ASPHALT CO LLC	15078	5669	163.93
40589	MOBILE ASPHALT CO LLC	14951	4959	2,586.34

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
40589	MOBILE ASPHALT CO LLC	14933-	4978	313.20
40589	MOBILE ASPHALT CO LLC	14542	4964	3,978.40
40589	MOBILE ASPHALT CO LLC	14954/14938	4961	5,807.80
40589	MOBILE ASPHALT CO LLC	14588	4966	7,425.60
40589	MOBILE ASPHALT CO LLC	14582	4967	5,902.40
40589	MOBILE ASPHALT CO LLC	14669	4968	1,960.60
40589	MOBILE ASPHALT CO LLC	14946	4982	1,045.85
150578	MSC INDUSTRIAL DIRECT CO INC	75795783	5630	211.08
150578	MSC INDUSTRIAL DIRECT CO INC	72909903	5392	415.35
150578	MSC INDUSTRIAL DIRECT CO INC	72425303	5393	2,504.83
187817	MWI ANIMAL HEALTH	31846221/52733	5391	1,049.05
67029	NATIONAL HURRICANE CONFERENCE	53728313	5711	375.00
94617	NELL CALLOWAY	3182021	5283	7.60
191436	NINA L CLARK	3182021	5285	51.20
104053	NORTH BALDWIN SHERIFF'S SEARCH & RESCUE	FEB 2021	4945	3,715.96
19003	NORTH BALDWIN UTILITIES	NBU2021-228	5434	9,140.23
181574	O'REILLY AUTO PARTS	MARCH 2021 OP	5355	656.89
181574	O'REILLY AUTO PARTS	1423-200723	5136	139.95
181574	O'REILLY AUTO PARTS	1423-200726	5137	547.73
181574	O'REILLY AUTO PARTS	1423-199239	5693	173.80
181574	O'REILLY AUTO PARTS	1423-199790	5695	2,641.75
181574	O'REILLY AUTO PARTS	1423-201267	5697	799.99
191148	ONE CUT GLASS, LLC	1018991	4985	250.00
999990	ONETIME-REFUND	1363040	5015	32.00
999990	ONETIME-REFUND	1210100	5016	16.00
999990	ONETIME-REFUND	1326300	5017	30.00
999990	ONETIME-REFUND	1505700	5018	16.00
999990	ONETIME-REFUND	1528640	5019	16.00
999990	ONETIME-REFUND	1355540	5020	16.00
999990	ONETIME-REFUND	1718520	5021	16.00
999990	ONETIME-REFUND	1408140	5022	21.00
999990	ONETIME-REFUND	1233920	5023	32.00
999990	ONETIME-REFUND	1307800	5024	30.00
999990	ONETIME-REFUND	1318640	5025	30.00
999990	ONETIME-REFUND	1305180	5026	30.00
999990	ONETIME-REFUND	382709	5027	16.00
999990	ONETIME-REFUND	1031580	5028	32.00
999990	ONETIME-REFUND	1335220	5029	30.00
999990	ONETIME-REFUND	1097600	5030	16.00
999990	ONETIME-REFUND	1319580	5031	30.00
999990	ONETIME-REFUND	1308620	5032	30.00
999990	ONETIME-REFUND	1664280	5033	16.00
999990	ONETIME-REFUND	313271	5034	16.00
999990	ONETIME-REFUND	1554380	5035	32.00
999990	ONETIME-REFUND	1490280	5036	32.00
999990	ONETIME-REFUND	1643860	5037	48.00
999990	ONETIME-REFUND	101719	5038	16.00
999990	ONETIME-REFUND	103158	5039	16.00
999990	ONETIME-REFUND	1318420	5040	16.00
999990	ONETIME-REFUND	1376440	5041	30.00
999990	ONETIME-REFUND	1662280	5042	16.00

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
999990	ONETIME-REFUND	1416000	5043	16.00
999990	ONETIME-REFUND	1501980	5044	16.00
999990	ONETIME-REFUND	1666480	5045	26.00
999990	ONETIME-REFUND	1477760	5046	21.00
999990	ONETIME-REFUND	1357900	5047	16.00
999990	ONETIME-REFUND	700645	5048	32.00
999990	ONETIME-REFUND	1100260	5049	16.00
999990	ONETIME-REFUND	1317660	5050	30.00
999990	ONETIME-REFUND	1439000	5051	32.00
999990	ONETIME-REFUND	1454980	5052	16.00
193081	ONLINE SOLUTIONS, LLC	3973	5705	2,072.78
27022	OPC NEWS, LLC	384183; 983695	5351	1,066.92
27022	OPC NEWS, LLC	384172; 987101	5348	378.00
155037	OTIS ELEVATOR CO	TMP19935001	5671	900.00
93964	PAMELA S DAVIS	3092021	5405	25.76
97261	PETERSEN IND	171087	5631	880.29
180999	PETROLEUM TRADERS CORPORATION	1644438	5520	13,280.71
180999	PETROLEUM TRADERS CORPORATION	1642140	5339	1,384.49
180999	PETROLEUM TRADERS CORPORATION	1642136	5341	13,941.82
180999	PETROLEUM TRADERS CORPORATION	1643055	5342	11,785.11
180999	PETROLEUM TRADERS CORPORATION	1644106	5343	10,239.18
180999	PETROLEUM TRADERS CORPORATION	1638877	5338	12,606.16
180999	PETROLEUM TRADERS CORPORATION	1640342	5335	1,592.39
180999	PETROLEUM TRADERS CORPORATION	1638525	5332	2,137.81
180999	PETROLEUM TRADERS CORPORATION	1640534	5334	1,002.57
180999	PETROLEUM TRADERS CORPORATION	1637711	5515	819.02
180999	PETROLEUM TRADERS CORPORATION	1634677	5517	1,426.63
180999	PETROLEUM TRADERS CORPORATION	1644034	5518	12,247.09
47503	PH & J ARCHITECTS INC	#6; 1913-GV; 3/5/21	5444	2,206,786.97
47503	PH & J ARCHITECTS INC	#5; 1913-GV; 3/5/21	5445	201,902.99
47503	PH & J ARCHITECTS INC	#12; 1912GV	5425	3,313.05
192408	PLUMCORE, INC.	8322	5424	230,073.43
185084	POWER SYSTEMS OF MS	9286	5394	1,250.00
185084	POWER SYSTEMS OF MS	9289-APRIL'21	5683	12,300.00
186326	QCHC INC	5105	5446	4,787.61
186326	QCHC INC	5067	4963	57,677.67
191947	QUADIENT LEASING USA, INC.	N8798233	5253	919.86
191947	QUADIENT LEASING USA, INC.	N8808260	5254	674.58
180557	QUICK CAPTION INC	5231	5447	500.00
183649	REPUBLIC SERVICES #986	3252021	5435	1,209.00
51009	ROBERTSDALE AUTO PARTS INC	459211	5318	169.95
51009	ROBERTSDALE AUTO PARTS INC	459214	5166	96.77
51009	ROBERTSDALE AUTO PARTS INC	459086/459101	5154	263.32
51009	ROBERTSDALE AUTO PARTS INC	458990	5145	153.60
51009	ROBERTSDALE AUTO PARTS INC	459087	5152	32.28
51009	ROBERTSDALE AUTO PARTS INC	458893	5139	2,800.15
51009	ROBERTSDALE AUTO PARTS INC	459210	5175	325.73
51009	ROBERTSDALE AUTO PARTS INC	459226	5177	261.54
51009	ROBERTSDALE AUTO PARTS INC	459212	5169	101.94
51009	ROBERTSDALE AUTO PARTS INC	459125	5163	381.21
51009	ROBERTSDALE AUTO PARTS INC	459213	5164	384.75

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
51040	ROBERTSDALE POWER EQUIPMENT	175101	5345	1,182.95
51040	ROBERTSDALE POWER EQUIPMENT	175327	5347	85.44
51040	ROBERTSDALE POWER EQUIPMENT	171362	5439	7.92
1879	SANDRA'S PLACE	5500	5267	320.04
181284	SANDY SANSING FORD	80440	5181	212.67
181284	SANDY SANSING FORD	41325	5182	12.10
142404	SCS FIELD SERVICES	398729	5448	3,927.60
142404	SCS FIELD SERVICES	401024	5449	3,927.60
142404	SCS FIELD SERVICES	401025	5634	755.22
192136	SDAC	2004007-2	5321	9,926.03
192136	SDAC	2004007-3	5325	21,948.57
192136	SDAC	2004007-7	5236	3,150.00
192136	SDAC	2004007-6	5689	2,650.21
56733	SERVICEMASTER ACTION CLEANING	126835	5440	550.00
56733	SERVICEMASTER ACTION CLEANING	126836	5441	1,697.00
181787	SHARP ELECTRONICS CORPORATION	4062021	5510	15,862.10
136207	SHERWIN WILLIAMS - SPANISH FORT	7494-7	5064	18.24
187492	SHORELINE ENVIRONMENTAL INC	53770	5621	202.50
185002	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	107392971-001	5151	2,313.39
123300	SOFTWARE HOUSE INT dba SHI	B12822662	5271	336.40
123300	SOFTWARE HOUSE INT dba SHI	B12736463	5290	336.40
123300	SOFTWARE HOUSE INT dba SHI	B13255800	5314	336.40
123300	SOFTWARE HOUSE INT dba SHI	B13240760	5075	336.40
123300	SOFTWARE HOUSE INT dba SHI	B12653542	5295	336.40
123300	SOFTWARE HOUSE INT dba SHI	B13260445	5315	106.80
123300	SOFTWARE HOUSE INT dba SHI	B13236658	5316	300.72
54037	SOUTH ALABAMA REGIONAL	MSS 21-134	5617	4,403.31
54037	SOUTH ALABAMA REGIONAL	MSS 21-125	5620	4,502.53
54037	SOUTH ALABAMA REGIONAL	MSS 21-124	5614	29,679.22
54037	SOUTH ALABAMA REGIONAL	MSS 21-133	5602	22,814.12
95370	SOUTHWEST ALABAMA ABUSE NETWORK INC	FEB 2021	4946	164.32
185594	STAPLES CONTRACT & COMMERCIAL INC	3473084564	5538	35.95
185594	STAPLES CONTRACT & COMMERCIAL INC	3472670717	5539	75.58
185594	STAPLES CONTRACT & COMMERCIAL INC	3472407735	5550	351.44
185594	STAPLES CONTRACT & COMMERCIAL INC	3472407737	5551	99.76
185594	STAPLES CONTRACT & COMMERCIAL INC	3474021334	5552	21.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3474021335	5553	41.16
185594	STAPLES CONTRACT & COMMERCIAL INC	3472670718	5554	6.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3472407739	5555	223.14
185594	STAPLES CONTRACT & COMMERCIAL INC	3472855833	5556	475.43
185594	STAPLES CONTRACT & COMMERCIAL INC	3472351074	5540	94.80
185594	STAPLES CONTRACT & COMMERCIAL INC	3472351075	5541	71.08
185594	STAPLES CONTRACT & COMMERCIAL INC	3472351076	5542	28.13
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178869	5544	32.02
185594	STAPLES CONTRACT & COMMERCIAL INC	3472351078	5546	805.97
185594	STAPLES CONTRACT & COMMERCIAL INC	3473597223	5547	359.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3472351080	5548	195.11
185594	STAPLES CONTRACT & COMMERCIAL INC	3472407736	5549	3.34
185594	STAPLES CONTRACT & COMMERCIAL INC	3466480832	5582	17.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3465745899	5583	682.62
185594	STAPLES CONTRACT & COMMERCIAL INC	3466408701	5584	33.25

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
185594	STAPLES CONTRACT & COMMERCIAL INC	3467440312	5585	10.95
185594	STAPLES CONTRACT & COMMERCIAL INC	3467521825	5586	22.30
185594	STAPLES CONTRACT & COMMERCIAL INC	3467440311	5587	(33.25)
185594	STAPLES CONTRACT & COMMERCIAL INC	3466480836	5588	5.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3466689488	5589	9.59
185594	STAPLES CONTRACT & COMMERCIAL INC	3466480835	5590	57.80
185594	STAPLES CONTRACT & COMMERCIAL INC	3466480838	5591	81.96
185594	STAPLES CONTRACT & COMMERCIAL INC	3466931837	5592	1,439.45
185594	STAPLES CONTRACT & COMMERCIAL INC	3466931839	5593	668.05
185594	STAPLES CONTRACT & COMMERCIAL INC	3468838825	5594	10.81
185594	STAPLES CONTRACT & COMMERCIAL INC	3467261648	5595	532.57
185594	STAPLES CONTRACT & COMMERCIAL INC	3467361025	5596	77.83
185594	STAPLES CONTRACT & COMMERCIAL INC	3467440315	5597	41.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3467998860	5598	207.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3472592840	5599	49.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178868	5534	41.64
185594	STAPLES CONTRACT & COMMERCIAL INC	3473597222	5530	77.46
185594	STAPLES CONTRACT & COMMERCIAL INC	3472226495	5531	10.98
185594	STAPLES CONTRACT & COMMERCIAL INC	3472670716	5533	8.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3469058573	5522	98.56
185594	STAPLES CONTRACT & COMMERCIAL INC	3472670715	5526	369.50
185594	STAPLES CONTRACT & COMMERCIAL INC	3471937259	5527	253.35
185594	STAPLES CONTRACT & COMMERCIAL INC	3471871374	5528	337.32
185594	STAPLES CONTRACT & COMMERCIAL INC	3472855834	5558	36.66
185594	STAPLES CONTRACT & COMMERCIAL INC	3472924213	5560	47.04
185594	STAPLES CONTRACT & COMMERCIAL INC	3459103976	5559	14.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3473658972	5561	829.08
185594	STAPLES CONTRACT & COMMERCIAL INC	3473084565	5562	164.21
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178870	5563	1,652.65
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178871	5564	929.34
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178874	5565	16.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3473178873	5566	364.71
185594	STAPLES CONTRACT & COMMERCIAL INC	3474136487	5567	25.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3474136486	5569	157.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3459339835	5568	7.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3473447969	5570	519.09
185594	STAPLES CONTRACT & COMMERCIAL INC	3473658969	5571	465.06
185594	STAPLES CONTRACT & COMMERCIAL INC	3459339834	5572	17.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3459028831	5574	632.68
185594	STAPLES CONTRACT & COMMERCIAL INC	3473658970	5573	15.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3463764612	5575	42.57
185594	STAPLES CONTRACT & COMMERCIAL INC	3474136488	5576	25.20
185594	STAPLES CONTRACT & COMMERCIAL INC	3473658971	5578	161.24
185594	STAPLES CONTRACT & COMMERCIAL INC	3465080724	5577	26.09
185594	STAPLES CONTRACT & COMMERCIAL INC	3466689487	5579	13.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3465501665	5581	62.12
185594	STAPLES CONTRACT & COMMERCIAL INC	3473084563	5442	(49.99)
190878	STAPLES CONTRACT - PROMOTIONAL & APPAREL	3472351071	5523	3,696.00
190878	STAPLES CONTRACT - PROMOTIONAL & APPAREL	3472351072	5524	336.33
133938	STATE OF ALABAMA DEPT OF LABOR	B58869	5293	50.00
39685	STEPHENS-PECK INC	15625	5432	400.00

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
34147	SUPERIOR COLLISION INC	10108	5303	791.00
181632	SUSAN ALLEN	3172021	5402	15.01
162616	SWEAT TIRE - BAY MINETTE	53318	5183	139.64
162616	SWEAT TIRE - BAY MINETTE	53531	5188	291.17
54042	SWEAT TIRE - ROBERTSDALE	202796	5217	213.30
54042	SWEAT TIRE - ROBERTSDALE	202752	5214	47.43
54042	SWEAT TIRE - ROBERTSDALE	202634	5184	47.42
54042	SWEAT TIRE - ROBERTSDALE	202591	5186	48.17
186451	SYMBOL HEALTH SOLUTIONS LLC	BC00098	5706	64,686.93
107748	TAMMY R THOMLEY	3182021	5410	18.82
173454	TAYLOR'S TOWING	130162	5543	250.00
173454	TAYLOR'S TOWING	13065	5707	250.00
57277	TESSCO TECHNOLOGIES	490391/503480	5529	199.02
184294	THE PRINT SHOP	6531	5395	132.00
123908	THOMPSON ENGINEERING	210202235	5242	4,323.16
123908	THOMPSON ENGINEERING	210202234	5245	4,309.00
123908	THOMPSON ENGINEERING	210202233	5241	5,490.50
57071	THOMPSON TRACTOR CO	TTC1-523106	5257	1,735.61
57071	THOMPSON TRACTOR CO	SPI00831395	5264	192.06
57071	THOMPSON TRACTOR CO	SPI00831400	5260	144.20
57071	THOMPSON TRACTOR CO	SPI00831394	5261	328.73
57071	THOMPSON TRACTOR CO	SPI00831396	5268	3,313.49
57071	THOMPSON TRACTOR CO	SPI00831393	5278	852.99
57071	THOMPSON TRACTOR CO	SPI00831399	5296	1,167.70
57071	THOMPSON TRACTOR CO	SPI00831401	5300	1,109.62
57071	THOMPSON TRACTOR CO	SPI00831397	5294	175.38
57071	THOMPSON TRACTOR CO	SPI00831398	5289	343.79
57071	THOMPSON TRACTOR CO	SPI00831407	5291	165.10
57071	THOMPSON TRACTOR CO	TTC1-535918	5215	1,517.64
57071	THOMPSON TRACTOR CO	TTC1-543517	5216	3,051.00
57071	THOMPSON TRACTOR CO	SPI00817972	5217	507.25
57071	THOMPSON TRACTOR CO	SPI00820740	5218	940.80
57071	THOMPSON TRACTOR CO	SPI00823940	5220	102.07
57071	THOMPSON TRACTOR CO	SPI00824773	5221	354.62
57071	THOMPSON TRACTOR CO	TTC1-548893	5222	2,519.58
57327	TONY'S TOWING INC	120819	5349	731.25
57038	TRACTOR & EQUIPMENT - MOBILE	P25487	5223	443.48
158123	TRANE-MOBILE PARTS CENTER	311580089	5141	966.00
158123	TRANE-MOBILE PARTS CENTER	311503939	5292	3,089.00
158123	TRANE-MOBILE PARTS CENTER	311552992	5073	1,518.00
158123	TRANE-MOBILE PARTS CENTER	9878149	5512	2,040.00
183743	TRANSUNION RISK & ALTERNATIVE	1896110; MAR '21	5453	190.30
138958	TRAVIS PAUL MD PC	2092021	5506	200.00
138958	TRAVIS PAUL MD PC	2242021	5507	750.00
138958	TRAVIS PAUL MD PC	2252021	5508	1,800.00
166975	TSA INC	21-1008	4980	6,943.00
166975	TSA INC	21-1006	4981	2,094.00
190884	TYLER TECHNOLOGIES, INC.	45-334016	4932	1,400.00
112416	ULINE INC	131815990/66929/7596	5397	151.75
65234	UNITED REFRIGERATION	77806088-00	5350	134.31
55343	VERMEER SALES & SERVICE	IN56697	5234	1,016.34

BALDWIN COUNTY COMMISSION
ACCOUNTS PAYABLE PAYMENTS-APRIL 20, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
65201	VULCAN MATERIALS CO	50924637	5106	5,565.84
65201	VULCAN MATERIALS CO	50910897	5088	15,611.84
65201	VULCAN MATERIALS CO	50915867	4970	1,415.96
65201	VULCAN MATERIALS CO	50915868	4972	10,725.88
65201	VULCAN MATERIALS CO	50915870	4973	10,135.44
65201	VULCAN MATERIALS CO	50920707	5537	9,057.44
65007	VULCAN SIGNS	R01649	5165	3,264.00
84216	W W GRAINGER	9839800761	5110	119.16
84216	W W GRAINGER	9843446650/989021	5532	232.44
84216	W W GRAINGER	9844602525	5535	194.44
84216	W W GRAINGER	9847869972/61479	5536	945.60
84216	W W GRAINGER	9847636504	5633	229.16
84216	W W GRAINGER	9787592873	5672	163.20
85307	WAL-MART SUPERCENTER - BAY MINETTE	TR02951	5675	110.11
85307	WAL-MART SUPERCENTER - BAY MINETTE	TR07008	5676	78.47
66396	WALTERS CONTROLS INC	247-12	5237	547.60
86191	WARRINER CONSTRUCTION	825843	5632	6,500.00
86191	WARRINER CONSTRUCTION	825845	5525	3,528.00
192957	WATERMARK DESIGN GROUP, LLC	210202504	5455	4,392.00
192957	WATERMARK DESIGN GROUP, LLC	210202503	5470	4,392.00
181290	WESCO - FOLEY	2000987821	5304	168.52
181290	WESCO - FOLEY	2000985016	5160	59.40
66024	WESCO RECEIVABLES CORP	970798	5158	234.56
66024	WESCO RECEIVABLES CORP	973411	5307	176.55
66024	WESCO RECEIVABLES CORP	968608	5074	561.12
66024	WESCO RECEIVABLES CORP	968607	5072	412.98
66029	WEST GROUP PAYMENT CENTER	844091894	5646	974.83
66029	WEST GROUP PAYMENT CENTER	844184286	5647	170.17
66029	WEST GROUP PAYMENT CENTER	844126840	5674	230.04
180360	WILMA L JAYJOHN	3222021	5276	20.00
184892	WITTICHEN SUPPLY - DAPHNE	S102219171.001	5521	121.71
184892	WITTICHEN SUPPLY - DAPHNE	S102219845.001	5519	119.13
184892	WITTICHEN SUPPLY - DAPHNE	S102218753.001	5516	195.95
184892	WITTICHEN SUPPLY - DAPHNE	20211793-MAR	5677	162.47
66357	WM CORPORATE SERVICES, INC.	3232021	5545	1,427.27
146114	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	3252021	5454	395.00
135520	WOOD FRUITTICHER GROCERY CO INC	5842181	4986	588.85
66006	WRIGHTS MOTOR PARTS INC	559272	5240	72.76
66006	WRIGHTS MOTOR PARTS INC	559281	5243	159.64
66006	WRIGHTS MOTOR PARTS INC	559484	5246	306.88
66006	WRIGHTS MOTOR PARTS INC	559512	5248	79.29
66006	WRIGHTS MOTOR PARTS INC	559592	5249	499.60
66006	WRIGHTS MOTOR PARTS INC	559584	5250	479.40
66006	WRIGHTS MOTOR PARTS INC	559627	5251	127.08
66006	WRIGHTS MOTOR PARTS INC	559762	5252	136.47
66006	WRIGHTS MOTOR PARTS INC	559662	5319	136.47
				<u>4,036,811.13</u>



Baldwin County Commission

Agenda Action Form

File #: 21-0753, Version: 1

Item #: EA2

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

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 \$1,315,376.60 (one million, three hundred fifteen thousand, three hundred seventy-six dollars and sixty 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
April 20, 2021

Vendor Summary		Totals	Brief Description
1	ACCA WCSIF	25,254.01	FY20 Workers Comp
2	AFLAC	21,823.09	Payroll
3	AKMON INVESTMENT	5,821.36	Land Redemptions
4	AL DEPT OF ENVIRONMENTAL MANAGEMENT	1,385.00	Permit; Hwy
5	AL STATE DEPT OF INDUSTRIAL RELATIONS	3,183.04	SUI Tax Payable
6	ALABAMA CHILD SUPPORT PAYMENT CENTER	3,224.28	Payroll
7	ALABAMA POWER CO	62,077.90	Utilities
8	ALEXIS ROBINSON	125.46	Land Redemptions
9	AT&T	6,314.15	Telephone
10	AT&T MOBILITY	453.21	Telephone
11	BALDWIN CNTY COMMISSION - DENTAL 790	1,037.00	Payroll
12	BALDWIN CNTY COMMISSION - HEALTH	23,302.90	Payroll
13	BALDWIN CNTY SHERIFF'S OFFICE	835,214.85	Payroll
14	BALDWIN EMC	1,282.00	Utilities
15	BLUE CROSS & BLUE SHIELD OF AL	165,164.46	Payroll
16	BRANT, SUE	217.20	Land Redemptions
17	BUZBEE ENTERPRISES, INC	180.97	Land Redemptions
18	CANOPY INVESTMENT COMPANY LLC	1,623.55	Land Redemptions
19	CITY OF FAIRHOPE-UTILITIES	16.10	Utilities
20	CITY OF FOLEY	57.72	Utilities
21	CITY OF ROBERTSDALE	26,135.00	Utilities
22	CLERK OF COURT, MISSY HOMAN	251.79	Payroll
23	COOK, ROBERT M	194.36	Land Redemptions
24	COOPER, OLLIE G AND CYNTHIA N	346.93	Land Redemptions
25	CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
26	CRAFT TRAINING FUND	3,120.00	CICT Fees; March 2021
27	DANIEL O'BRIEN	821.84	Payroll
28	DEPARTMENT OF CHILDREN AND FAMILY SVC	539.98	Payroll
29	FRONTIER COMMUNICATIONS OF THE SOUTH INC	14.70	Telephone
30	JEAN MARC PRESCOTT OR TYLER PRESCOTT	352.11	Land Redemptions
31	JODY L WISE CIRCUIT CLERK	50.00	Payroll
32	JOHN PAYNE	616.73	Land Redemptions
33	LAKE FOREST PROPERTY OWNERS ASSN	155.02	Land Redemptions
34	LIBERTY NATIONAL LIFE	9,730.01	Payroll
35	MELVIN E LAMAR	1,432.04	Land Redemptions
36	MERCURY FUNDING, LLC	51,274.95	Land Redemptions
37	METROPOLITAN LIFE INS CO (COBRA)	108.94	Payroll
38	METROPOLITAN LIFE INSURANCE CO	27,500.74	Payroll
39	NORTH BALDWIN HOSPITAL WELLNESS CENTER	117.00	Payroll
40	NORTH BALDWIN UTILITIES	4,785.42	Utilities
41	NUVIEW IRA FBO DOUGLAS GALE	2,797.49	Land Redemptions
42	OFFICE OF PROSECUTION SERVICES	441.36	10% Circuit Clerk Fees; Feb 2021
43	ONETIME-REFUND	763.00	Refund; Solid Waste
44	PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
45	RELIABLE PROPERTIES LLC	321.28	Land Redemptions
46	RETIREMENT SYSTEMS OF AL	(993.98)	Payroll
47	RINES, RODNEY	91.85	Land Redemptions
48	RIVIERA UTILITIES	478.53	Utilities
49	SAMPSON, ANTHONY T AND PAMELA P	427.24	Land Redemptions
50	SOUTHERN LINC WIRELESS	2,019.10	Telephone
51	TEDDY FAUST	45.00	Lein Auction Fees
52	TOWN OF LOXLEY	249.95	Utilities
53	TOWN OF SILVERHILL	158.16	Utilities
54	TYLER MONTANA JUL PRESCOTT	799.84	Land Redemptions
55	UNITED WAY OF BALDWIN COUNTY	283.00	Payroll
56	VERIZON WIRELESS	22,155.25	Telephone
Grand Total		1,315,376.60	

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040121 04/01/2021
DUE DATE: 04/01/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
63589	AT&T		0000		INV	04/19/2021	134984817;FEB'21		4913		
		ACCOUNT DETAIL						LINE AMOUNT			
	1	10051965	52510	CIS Depar	Telephone			104.55			
								104.55			
								CHECK TOTAL			
								104.55			
14005	BALDWIN EMC		0000		INV	04/01/2021	3182021		4909		
		ACCOUNT DETAIL						LINE AMOUNT			
	1	11153135	52490	HWY Mowing TraffLight				32.00			
	2	11153135	52490	HWY Mowing TraffLight				32.00			
	3	11153135	52490	HWY Mowing TraffLight				32.00			
	4	11153135	52490	HWY Mowing TraffLight				32.00			
	5	11153135	52490	HWY Mowing TraffLight				17.00			
	6	11153135	52490	HWY Mowing TraffLight				17.00			
	7	14457200	52401	Parks Dept Electricit				83.00			
	8	11153135	52490	HWY Mowing TraffLight				21.00			
	9	11153135	52490	HWY Mowing TraffLight				21.00			
	10	51054555	52401	SW Bldg Electricit				203.00			
	11	11153135	52490	HWY Mowing TraffLight				68.00			
	12	11153135	52490	HWY Mowing TraffLight				84.00			
	13	11153135	52490	HWY Mowing TraffLight				86.00			
	14	11153135	52490	HWY Mowing TraffLight				16.00			
	15	11153135	52490	HWY Mowing TraffLight				16.00			
	16	10051965	52401	CIS Depar Electricit				152.00			
								912.00			
								CHECK TOTAL			
								912.00			
187158	CANOPY INVESTMENT COM		0000		INV	04/01/2021	40121		4900		
		ACCOUNT DETAIL						LINE AMOUNT			
	1	725	24000	Land Redem DToPropOwn				473.00			
								473.00			
187158	CANOPY INVESTMENT COM		0000		INV	04/01/2021	401212		4901		
		ACCOUNT DETAIL						LINE AMOUNT			
	1	725	24000	Land Redem DToPropOwn				131.62			
								131.62			
187158	CANOPY INVESTMENT COM		0000		INV	04/01/2021	401213		4902		
		ACCOUNT DETAIL						LINE AMOUNT			
	1	725	24000	Land Redem DToPropOwn				141.24			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040121 04/01/2021
DUE DATE: 04/01/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
187158	CANOPY INVESTMENT COM		0000		INV	04/01/2021	401214	141.24			
	ACCOUNT DETAIL						LINE AMOUNT		4903		
	1 725 24000			Land Redem	DToPropOwn		154.78	154.78			
187158	CANOPY INVESTMENT COM		0000		INV	04/01/2021	401215		4904		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725 24000			Land Redem	DToPropOwn		200.18	200.18			
							CHECK TOTAL	1,100.82			
19021	CITY OF FAIRHOPE-UTIL		0000		INV	04/01/2021	3202021		4911		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 14457200 52402			Parks Dept	WatSewer		16.10	16.10			
							CHECK TOTAL	16.10			
192297	COOPER, OLLIE G AND C		0000		INV	04/01/2021	40121		4906		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725 24000			Land Redem	DToPropOwn		346.93	346.93			
							CHECK TOTAL	346.93			
54257	FRONTIER COMMUNICATIO		0000		INV	04/01/2021	251-577-6655;MAR'21		4908		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10051101 52290			Tele Syst	OthrChgs		14.70	14.70			
							CHECK TOTAL	14.70			
180964	JOHN PAYNE		0000		INV	04/01/2021	40121		4899		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725 24000			Land Redem	DToPropOwn		216.48	216.48			
							CHECK TOTAL	216.48			
138253	LAKE FOREST PROPERTY		0000		INV	04/01/2021	40121		4895		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725 24000			Land Redem	DToPropOwn		155.02				

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040121 04/01/2021
DUE DATE: 04/01/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
								155.02			
							CHECK TOTAL	155.02			
190499	MELVIN E LAMAR		0000		INV	04/01/2021	40121		4905		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000			Land Redem DToPropOwn			1,229.98			
							CHECK TOTAL	1,229.98			
165235	MERCURY FUNDING, LLC		0000		INV	04/01/2021	40121		4897		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000			Land Redem DToPropOwn			43,637.49			
	2 725	24000			Land Redem DToPropOwn			7,637.46			
								51,274.95			
							CHECK TOTAL	51,274.95			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040121 04/01/2021
DUE DATE: 04/01/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19003	NORTH BALDWIN UTILITI		0000		INV	04/01/2021	3182021		4914		
ACCOUNT DETAIL							LINE AMOUNT				
1	10051555 52402			GF Bldg	WatSewer		30.46				
2	10051555 52403			GF Bldg	Gas		4.50				
3	10051555 52404			GF Bldg	Garbage		47.00				
4	10051555 52402			GF Bldg	WatSewer		39.14				
5	10051555 52403			GF Bldg	Gas		4.50				
6	10451904 52402			Legis BM	WatSewer		28.42				
7	10051555 52402			GF Bldg	WatSewer		28.42				
8	10051555 52402			GF Bldg	WatSewer		28.42				
9	10051555 52402			GF Bldg	WatSewer		45.92				
10	10451904 52402			Legis BM	WatSewer		485.44				
11	10051555 52403			GF Bldg	Gas		456.73				
12	10451904 52402			Legis BM	WatSewer		249.47				
13	10051555 52403			GF Bldg	Gas		25.00				
14	10051555 52402			GF Bldg	WatSewer		46.64				
15	10051555 52403			GF Bldg	Gas		167.03				
16	10051555 52402			GF Bldg	WatSewer		263.16				
17	10051555 52403			GF Bldg	Gas		1,479.48				
18	10552610 52402			JD Fac	WatSewer		504.01				
19	10552610 52403			JD Fac	Gas		207.85				
20	10552610 52403			JD Fac	Gas		13.52				
21	51054555 52402			SW Bldg	WatSewer		630.31				
								4,785.42			
							CHECK TOTAL	4,785.42			
43012	OFFICE OF PROSECUTION		0000		INV	04/01/2021	3292021		4896		
ACCOUNT DETAIL							LINE AMOUNT				
1	76010760 51626			Dist Attny	Bank Fee DA		441.36				
								441.36			
							CHECK TOTAL	441.36			
999990	BRANTLEY RUTZ		0000		INV	04/01/2021	1509140		4918		
ACCOUNT DETAIL							LINE AMOUNT				
1	511 45411			SW Collect	Collect		80.00				
								80.00			
							CHECK TOTAL	80.00			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040121 04/01/2021
DUE DATE: 04/01/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
999990	J A MURRAY		0000		INV	04/01/2021	327216		4919		
		ACCOUNT DETAIL						LINE AMOUNT			
	1 511	45411		SW Collect	Collect			232.00			
								232.00			
								CHECK TOTAL	232.00		
180942	RELIABLE PROPERTIES L		0000		INV	04/01/2021	40121		4898		
		ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn			64.95			
								64.95			
								CHECK TOTAL	64.95		
51003	RIVIERA UTILITIES		0000		INV	04/01/2021	3222021		4916		
		ACCOUNT DETAIL						LINE AMOUNT			
	1 14457200	52401		Parks Dept	Electricit			34.37			
	2 10051965	52401		CIS Depar	Electricit			146.44			
	3 14457200	52401		Parks Dept	Electricit			178.67			
	4 11153135	52490		HWY Mowing	TraffLight			14.85			
	5 11153135	52490		HWY Mowing	TraffLight			26.15			
	6 11153135	52490		HWY Mowing	TraffLight			24.88			
	7 11153135	52490		HWY Mowing	TraffLight			24.08			
	8 11153135	52490		HWY Mowing	TraffLight			29.09			
								478.53			
								CHECK TOTAL	478.53		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040121 04/01/2021
DUE DATE: 04/01/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
62367	SOUTHERN LINC WIRELES		0000		INV	04/01/2021	10702435		4907		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10051996 52510			CustodBU	Telephone			60.90			
	2 11153111 52510			HWY A100	Telephone			22.69			
	3 11153113 52510			HWY A300	Telephone			843.23			
	4 11153130 52510			HWY Maint	Telephone			91.35			
	5 51054100 52510			SW Admin	Telephone			20.00			
	6 51054300 52510			SW Magnol	Telephone			10.00			
	7 51054325 52510			SW Wst TF	Telephone			10.00			
	8 51054370 52510			SW Equip	Telephone			10.00			
	9 51154800 52510			Gbage Coll	Telephone			204.88			
	10 10051100 52510			Cnty Comm	Telephone			10.00			
	11 14457200 52510			Parks Dept	Telephone			411.89			
	12 51054850 52510			Gbage C WR	Telephone			10.00			
								1,704.94			
							CHECK TOTAL	1,704.94			
62367	SOUTHERN LINC WIRELES		0000		INV	04/01/2021	10701967		4912		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10052300 52510			EMA	Telephone			314.16			
								314.16			
							CHECK TOTAL	314.16			
160750	TEDDY FAUST		0000		INV	04/01/2021	PPIN 2616		4910		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100 47951			General	LeinAuct			45.00			
								45.00			
							CHECK TOTAL	45.00			
57069	TOWN OF LOXLEY		0000		INV	04/01/2021	3232021		4917		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 51054555 52402			SW Bldg	WatSewer			222.39			
	2 14056200 52402			BC Aging	WatSewer			27.56			
								249.95			
							CHECK TOTAL	249.95			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040121 04/01/2021
DUE DATE: 04/01/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
152240	VERIZON WIRELESS		0000		INV	04/01/2021	9876161592		4915		
ACCOUNT DETAIL							LINE AMOUNT				
	1	14351930	52140	BRATS Adm	SmTools		1,773.80				
								1,773.80			
CHECK TOTAL								1,773.80			
25	INVOICES		WARRANT TOTAL				65,541.64	65,541.64			

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 350		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	4936		M040121B	130,357.10	.00	.00	9205735
		42257 999 3262021						
CASH 999	2021/07	INV 03/26/2021	SEP-CHK: N	DISC: .00	79010790 51203		3,059.50	1099:
ACCT 10010	DEPT 51700	DUE 04/01/2021	DESC:BCC WEEKLY CLAIMS	3/22-3/26/21	79010790 51203		4,306.62	1099:
					79010790 51203		13.60	1099:
					79010790 51203		241.80	1099:
					79010790 51522		914.58	1099:
					79010790 51201		103,649.73	1099:
					79010790 51201		14,404.85	1099:
					79010790 51201		3,766.42	1099:
14125	00000 BLUE CROSS & BLU	4939		M040121B	34,807.36	.00	.00	9205736
		42257 998 3262021						
CASH 999	2021/07	INV 03/26/2021	SEP-CHK: N	DISC: .00	79010790 51204		1,226.70	1099:
ACCT 10010	DEPT 51700	DUE 04/01/2021	DESC:BCSO WEEKLY CLAIMS	3/22-3/26/21	79010790 51204		2,002.40	1099:
					79010790 51526		387.49	1099:
					79010790 51202		21,723.07	1099:
					79010790 51202		9,467.70	1099:
2 APPROVED PAID INVOICES			TOTAL		165,164.46			
2 INVOICE(S)			REPORT POST TOTAL		165,164.46			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 351			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	4974 4012021		M040121A	735,267.68	.00	.00	9205737
CASH 999	2021/07	INV 04/01/2021	SEP-CHK: N	DISC: .00		10052100 52910	203,215.10	1099:
ACCT 10010	DEPT 555	DUE 04/01/2021	DESC:SHERIFF'S	PAYROLL 04/02/21		10052200 52910	93,597.46	1099:
						708 22797	8,248.23	1099:
						10052100 52910	279,910.99	1099:
						10052200 52910	139,114.53	1099:
						708 22797	11,181.37	1099:
1 APPROVED PAID INVOICES			TOTAL		735,267.68			
1 INVOICE(S)			REPORT POST TOTAL		735,267.68			

04/01/2021 10:12 | Baldwin County, AL
CDavis | INVOICE ENTRY PROOF LIST

| P 1
| apinvent

CLERK: CDavis BATCH: 346

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
51059 00000 RETIREMENT SYSTE	4920 -993.38		RSA31921	-993.98		.00	.00	9205734
CASH 999	2021/06	INV 03/30/2021	SEP-CHK: N	DISC: .00	10051962	51211	-166.93	1099:
ACCT 10010	DEPT 51700	DUE 03/30/2021	DESC:031921	BW RSA CREDIT ADJ	111	13410	-54.44	1099:
					11153120	51211	-44.93	1099:
					51154800	51211	-95.19	1099:
					511	13410	-115.33	1099:
					51154800	51211	-80.13	1099:
					511	13410	-97.08	1099:
					51054100	51211	-21.55	1099:
					510	13410	-26.11	1099:
					51054300	51211	-101.58	1099:
					510	13410	-123.07	1099:
					51054300	51212	-31.04	1099:
					510	13410	-36.60	1099:
1 APPROVED PAID INVOICES			TOTAL	-993.98				
1 INVOICE(S)			REPORT POST TOTAL	-993.98				

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 361

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	5079 4052021		I040621A	1,385.00	.00	.00	9205738
CASH 999	2021/07	INV 04/06/2021	SEP-CHK: N	DISC: .00	11153000 55901		1,385.00	1099:
ACCT 10010	DEPT 555	DUE 04/06/2021	DESC:ADEM Fee "NOI"Submission#	HP7-N3YB-EJYD5	HW20031000.1PRECN		.1PERMIT	.1PERMITFEE
1 APPROVED PAID INVOICES					TOTAL		1,385.00	
1 INVOICE(S)					REPORT POST TOTAL		1,385.00	

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 365				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	5126 4062021		M040721A	99,947.17	.00	.00	9205739
CASH 999	2021/07	INV 04/06/2021	SEP-CHK: N	DISC: .00		10052100 52910	66,066.58	1099:
ACCT 10010	DEPT 555	DUE 04/07/2021	DESC:TAXES / AP	CKS 04/02/21		10052200 52910	31,259.65	1099:
						708 22797	2,620.94	1099:
1 APPROVED PAID INVOICES				TOTAL	99,947.17			
1 INVOICE(S)				REPORT POST TOTAL	99,947.17			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021

DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10346	AFLAC		0000		INV	02/28/2021	535797		3082		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100 21705		General	AFLACAP		3,139.23				
								3,139.23			
10346	AFLAC		0000		INV	02/28/2021	535808		3083		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	105 21705		Juve Fac	AFLACAP		529.48				
								529.48			
10346	AFLAC		0000		INV	02/28/2021	535819		3084		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	109 21705		Anim Shltr	AFLACAP		144.11				
								144.11			
10346	AFLAC		0000		INV	02/28/2021	535826		3085		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	111 21705		7 Cent Gas	AFLACAP		2,873.68				
								2,873.68			
10346	AFLAC		0000		INV	02/28/2021	535827		3086		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	120 21705		Reappr	AFLACAP		330.35				
								330.35			
10346	AFLAC		0000		INV	02/28/2021	535828		3087		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	140 21705		Counc Age	AFLACAP		64.36				
								64.36			
10346	AFLAC		0000		INV	02/28/2021	535830		3088		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	143 21705		Sec 18	AFLACAP		180.61				
								180.61			
10346	AFLAC		0000		INV	02/28/2021	535831		3089		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	144 21705		Parks	AFLACAP		590.04				
								590.04			
10346	AFLAC		0000		INV	02/28/2021	535832		3090		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	146 21705		ESMPO	AFLACAP		59.74				
								59.74			

Report generated: 04/07/2021 14:25:15
 User: Amanda Cunningham (Amanda.
 Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021

DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10346	AFLAC		0000		INV	02/28/2021	535833		3091		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	510 21705		Solid Wst	AFLACAP		1,066.07				
								1,066.07			
10346	AFLAC		0000		INV	02/28/2021	535834		3092		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	511 21705		SW Collect	AFLACAP		1,857.74				
								1,857.74			
10346	AFLAC		0000		INV	04/09/2021	535914		4784		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100 21705		General	AFLACAP		54.00				
								54.00			
10346	AFLAC		0000		INV	04/09/2021	536127		4790		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100 21705		General	AFLACAP		3,122.78				
								3,122.78			
10346	AFLAC		0000		INV	04/09/2021	536134		4791		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	105 21705		Juve Fac	AFLACAP		529.48				
								529.48			
10346	AFLAC		0000		INV	04/09/2021	536135		4792		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	109 21705		Anim Shltr	AFLACAP		144.11				
								144.11			
10346	AFLAC		0000		INV	04/09/2021	536136		4793		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	111 21705		7 Cent Gas	AFLACAP		2,873.68				
								2,873.68			
10346	AFLAC		0000		INV	04/09/2021	536137		4794		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	120 21705		Reappr	AFLACAP		330.35				
								330.35			
10346	AFLAC		0000		INV	04/09/2021	536138		4795		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	140 21705		Counc Age	AFLACAP		64.36				
								64.36			

Report generated: 04/07/2021 14:25:15
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
10346	AFLAC		0000		INV	04/09/2021	536139		4796		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	143 21705		Sec 18	AFLACAP		180.61				
								180.61			
10346	AFLAC		0000		INV	04/09/2021	536141		4797		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	144 21705		Parks	AFLACAP		590.04				
								590.04			
10346	AFLAC		0000		INV	04/09/2021	536142		4798		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	146 21705		ESMPO	AFLACAP		59.74				
								59.74			
10346	AFLAC		0000		INV	04/09/2021	536143		4799		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	510 21705		Solid Wst	AFLACAP		1,066.07				
								1,066.07			
10346	AFLAC		0000		INV	04/09/2021	536144		4800		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	511 21705		SW Collect	AFLACAP		1,857.74				
								1,857.74			
10346	AFLAC		0000		CRM	04/07/2021	3312021		5176		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100 13410		General	AREmpl		-11.88				
	2	10051962 51220		Personnel	HlthIns		-1.50				
								-13.38			
							CHECK TOTAL	21,694.99			
170616	AFLAC		0000		INV	02/28/2021	535706		3118		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100 21720		General	ConAmInsAP		56.27				
								56.27			
170616	AFLAC		0000		INV	02/28/2021	535707		3119		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	111 21720		7 Cent Gas	ConAmInsAP		7.78				
								7.78			
170616	AFLAC		0000		INV	04/09/2021	536047		4826		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	100 21720		General	ConAmInsAP		56.27				

Report generated: 04/07/2021 14:25:15
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
170616	AFLAC		0000		INV	04/09/2021	536048	56.27	4827		
	ACCOUNT DETAIL						LINE AMOUNT				
	1	111	21720	7 Cent Gas	ConAmInsAP		7.78				
							CHECK TOTAL	7.78			
								128.10			

Report generated: 04/07/2021 14:25:15
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
180373	BALDWIN CNTY COMMISS		0000		INV	04/07/2021	3312021		5247		
ACCOUNT DETAIL							LINE AMOUNT				
	1	100	13410	General	AREmpl			-11.50			
	2	111	13410	7 Cent Gas	AREmpl			-11.50			
	3	100	13410	General	AREmpl			68.00			
	4	511	13410	SW Collect	AREmpl			-68.00			
	5	111	13410	7 Cent Gas	AREmpl			-34.00			
	6	100	13410	General	AREmpl			23.00			
	7	790	47860	Self Insur	BCCEEDent			23.00			
	8	790	47860	Self Insur	BCCEEDent			23.00			
	9	790	47860	Self Insur	BCCEEDent			23.00			
	10	790	47860	Self Insur	BCCEEDent			23.00			
	11	790	47860	Self Insur	BCCEEDent			23.00			
	12	790	47860	Self Insur	BCCEEDent			23.00			
	13	790	47860	Self Insur	BCCEEDent			23.00			
	14	790	47860	Self Insur	BCCEEDent			23.00			
	15	790	47860	Self Insur	BCCEEDent			23.00			
	16	790	47860	Self Insur	BCCEEDent			23.00			
	17	790	47860	Self Insur	BCCEEDent			23.00			
	18	790	47860	Self Insur	BCCEEDent			23.00			
	19	790	47860	Self Insur	BCCEEDent			23.00			
	20	790	47860	Self Insur	BCCEEDent			23.00			
	21	790	47860	Self Insur	BCCEEDent			23.00			
	22	790	47860	Self Insur	BCCEEDent			23.00			
	23	790	47860	Self Insur	BCCEEDent			23.00			
	24	790	47860	Self Insur	BCCEEDent			68.00			
	25	790	47860	Self Insur	BCCEEDent			68.00			
	26	790	47860	Self Insur	BCCEEDent			68.00			
	27	790	47860	Self Insur	BCCEEDent			68.00			
	28	790	47860	Self Insur	BCCEEDent			68.00			
	29	790	47860	Self Insur	BCCEEDent			68.00			
	30	790	47860	Self Insur	BCCEEDent			68.00			
	31	790	47860	Self Insur	BCCEEDent			68.00			
	32	790	47860	Self Insur	BCCEEDent			68.00			
	33	790	47860	Self Insur	BCCEEDent			68.00			
								1,037.00			
CHECK TOTAL								1,037.00			

186456 BALDWIN CNTY COMMISS 0000
Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR	ACCOUNT DETAIL		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							LINE AMOUNT				
	1	11153113 51220		HWY A300	HlthIns		-26.00				
	2	51154800 51220		Gbage Coll	HlthIns		-493.00				
	3	11153100 51220		HWY Admin	HlthIns		-3.94				
	4	10051996 51220		CustodBU	HlthIns		-41.00				
	5	10051750 51220		STax Licen	HlthIns		1,099.00				
	6	100 13410		General	AREmpl		332.00				
	7	11153113 51220		HWY A300	HlthIns		-0.99				
	8	12051810 51220		Reappraisa	HlthIns		-1.97				
	9	10051300 51220		Probate	HlthIns		-3.20				
	10	11153113 51220		HWY A300	HlthIns		-1,099.00				
	11	111 13410		7 Cent Gas	AREmpl		-166.00				
	12	51154801 51220		SW C Admin	HlthIns		-136.00				
	13	51154801 51220		SW C Admin	HlthIns		-1,069.00				
	14	511 13410		SW Collect	AREmpl		-362.00				
	15	10051965 51220		CIS Depar	HlthIns		575.00				
	16	10051962 51220		Personnel	HlthIns		575.00				
	17	11153112 51220		HWY A200	HlthIns		545.00				
	18	790 47858		Self Insur	BCCEEHlth		30.00				
	19	10051125 51220		Admin	HlthIns		575.00				
	20	10051965 51220		CIS Depar	HlthIns		575.00				
	21	12051810 51220		Reappraisa	HlthIns		575.00				
	22	790 47858		Self Insur	BCCEEHlth		856.00				
	23	11153112 51220		HWY A200	HlthIns		575.00				
	24	14351935 51220		Transp18	HlthIns		575.00				
	25	11153113 51220		HWY A300	HlthIns		475.00				
	26	790 47858		Self Insur	BCCEEHlth		100.00				
	27	10051995 51220		Bldg Maint	HlthIns		475.00				
	28	790 47858		Self Insur	BCCEEHlth		100.00				
	29	10051965 51220		CIS Depar	HlthIns		475.00				
	30	790 47858		Self Insur	BCCEEHlth		956.00				
	31	12051810 51220		Reappraisa	HlthIns		475.00				
	32	790 47858		Self Insur	BCCEEHlth		100.00				
	33	12051810 51220		Reappraisa	HlthIns		475.00				
	34	790 47858		Self Insur	BCCEEHlth		100.00				
	35	11153113 51220		HWY A300	HlthIns		475.00				
	36	790 47858		Self Insur	BCCEEHlth		100.00				
	37	10051300 51220		Probate	HlthIns		475.00				
	38	790 47858		Self Insur	BCCEEHlth		100.00				

Report generated: 04/07/2021 14:25:15
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999			10010	Treasury Pooled Cash									
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
39	11153120	51220	HWY Constr	HlthIns		475.00							
40	790	47858	Self Insur	BCCEEHlth		100.00							
41	10051300	51220	Probate	HlthIns		445.00							
42	790	47858	Self Insur	BCCEEHlth		130.00							
43	10052730	51220	Planning	HlthIns		475.00							
44	790	47858	Self Insur	BCCEEHlth		100.00							
45	51154800	51220	Gbage Coll	HlthIns		475.00							
46	790	47858	Self Insur	BCCEEHlth		956.00							
47	11153100	51220	HWY Admin	HlthIns		475.00							
48	790	47858	Self Insur	BCCEEHlth		100.00							
49	11153130	51220	HWY Maint	HlthIns		445.00							
50	790	47858	Self Insur	BCCEEHlth		130.00							
51	10051125	51220	Admin	HlthIns		445.00							
52	790	47858	Self Insur	BCCEEHlth		130.00							
53	11153111	51220	HWY A100	HlthIns		475.00							
54	790	47858	Self Insur	BCCEEHlth		100.00							
55	14457200	51220	Parks Dept	HlthIns		475.00							
56	790	47858	Self Insur	BCCEEHlth		100.00							
57	10051300	51220	Probate	HlthIns		475.00							
58	790	47858	Self Insur	BCCEEHlth		100.00							
59	10552610	51220	JD Fac	HlthIns		475.00							
60	790	47858	Self Insur	BCCEEHlth		100.00							
61	10051962	51220	Personnel	HlthIns		475.00							
62	790	47858	Self Insur	BCCEEHlth		100.00							
63	11153130	51220	HWY Maint	HlthIns		445.00							
64	790	47858	Self Insur	BCCEEHlth		130.00							
65	10051962	51220	Personnel	HlthIns		475.00							
66	790	47858	Self Insur	BCCEEHlth		100.00							
67	11153111	51220	HWY A100	HlthIns		475.00							
68	790	47858	Self Insur	BCCEEHlth		100.00							
69	11153111	51220	HWY A100	HlthIns		445.00							
70	790	47858	Self Insur	BCCEEHlth		130.00							
71	10051965	51220	CIS Depar	HlthIns		445.00							
72	790	47858	Self Insur	BCCEEHlth		130.00							
73	14351935	51220	Transp18	HlthIns		475.00							
74	790	47858	Self Insur	BCCEEHlth		956.00							
75	11153112	51220	HWY A200	HlthIns		445.00							
76	790	47858	Self Insur	BCCEEHlth		130.00							
77	14351935	51220	Transp18	HlthIns		475.00							

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

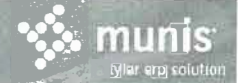
CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999			10010	Treasury Pooled Cash										
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
78	790	47858		Self Insur	BCCEEHlth		100.00							
79	10052710	51220		Bldg Insp	HlthIns		475.00							
80	790	47858		Self Insur	BCCEEHlth		100.00							
81	12051810	51220		Reappraisa	HlthIns		475.00							
82	790	47858		Self Insur	BCCEEHlth		100.00							
83	11153111	51220		HWY A100	HlthIns		475.00							
84	790	47858		Self Insur	BCCEEHlth		100.00							
									23,302.90					
									CHECK TOTAL					
									23,302.90					
64266	CORRECTIONAL PEACE OF			0000		INV	02/28/2021	535683		3113				
	ACCOUNT DETAIL							LINE AMOUNT						
	1	105	21706		Juve Fac	CPOFAP		2.50						
									2.50					
64266	CORRECTIONAL PEACE OF			0000		INV	02/28/2021	535684		3114				
	ACCOUNT DETAIL							LINE AMOUNT						
	1	510	21706		Solid Wst	CPOFAP		5.00						
									5.00					
64266	CORRECTIONAL PEACE OF			0000		INV	04/09/2021	536024		4821				
	ACCOUNT DETAIL							LINE AMOUNT						
	1	105	21706		Juve Fac	CPOFAP		2.50						
									2.50					
64266	CORRECTIONAL PEACE OF			0000		INV	04/09/2021	536025		4822				
	ACCOUNT DETAIL							LINE AMOUNT						
	1	510	21706		Solid Wst	CPOFAP		5.00						
									5.00					
									CHECK TOTAL					
									15.00					
39441	LIBERTY NATIONAL LIFE			0000		INV	02/28/2021	535852		3093				
	ACCOUNT DETAIL							LINE AMOUNT						
	1	100	21700		General	LibNatInAP		1,294.83						
									1,294.83					
39441	LIBERTY NATIONAL LIFE			0000		INV	02/28/2021	535853		3094				
	ACCOUNT DETAIL							LINE AMOUNT						
	1	105	21700		Juve Fac	LibNatInAP		194.50						
									194.50					

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39441	LIBERTY NATIONAL LIFE		0000		INV	02/28/2021	535854		3095		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109	21700		Anim Shltr	LibNatInAP		115.35				
								115.35			
39441	LIBERTY NATIONAL LIFE		0000		INV	02/28/2021	535855		3096		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21700		7 Cent Gas	LibNatInAP		1,581.43				
								1,581.43			
39441	LIBERTY NATIONAL LIFE		0000		INV	02/28/2021	535856		3097		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120	21700		Reappr	LibNatInAP		425.11				
								425.11			
39441	LIBERTY NATIONAL LIFE		0000		INV	02/28/2021	535857		3098		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140	21700		Counc Age	LibNatInAP		27.25				
								27.25			
39441	LIBERTY NATIONAL LIFE		0000		INV	02/28/2021	535858		3099		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21700		Sec 18	LibNatInAP		321.24				
								321.24			
39441	LIBERTY NATIONAL LIFE		0000		INV	02/28/2021	535859		3100		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21700		Parks	LibNatInAP		187.22				
								187.22			
39441	LIBERTY NATIONAL LIFE		0000		INV	02/28/2021	535860		3101		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510	21700		Solid Wst	LibNatInAP		325.84				
								325.84			
39441	LIBERTY NATIONAL LIFE		0000		INV	02/28/2021	535861		3102		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21700		SW Collect	LibNatInAP		385.72				
								385.72			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	535917		4785		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21700		General	LibNatInAP		55.66				
								55.66			

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536163		4801		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100 21700			General	LibNatInAP		1,294.83				
								1,294.83			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536164		4802		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105 21700			Juve Fac	LibNatInAP		194.50				
								194.50			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536165		4803		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109 21700			Anim Shltr	LibNatInAP		115.35				
								115.35			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536166		4804		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111 21700			7 Cent Gas	LibNatInAP		1,555.82				
								1,555.82			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536167		4805		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120 21700			Reappr	LibNatInAP		425.11				
								425.11			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536168		4806		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140 21700			Counc Age	LibNatInAP		27.25				
								27.25			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536169		4807		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143 21700			Sec 18	LibNatInAP		321.24				
								321.24			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536170		4808		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144 21700			Parks	LibNatInAP		187.22				
								187.22			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536171		4809		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510 21700			Solid Wst	LibNatInAP		325.84				
								325.84			

Report generated: 04/07/2021 14:25:15
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Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39441	LIBERTY NATIONAL LIFE		0000		INV	04/09/2021	536172		4810		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511 21700			SW Collect	LibNatInAP		385.72				
								385.72			
39441	LIBERTY NATIONAL LIFE		0000		CRM	04/07/2021	3312021		5179		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143 13410			Sec 18	AREmpl		-16.00				
	2 10051962 51230			Personnel	Life Ins		-1.02				
								-17.02			
							CHECK TOTAL	9,730.01			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535757		3120		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100 21702			General	ERLife		1,048.45				
								1,048.45			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535758		3121		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 103 21702			Cnty Trans	ERLife		4.71				
								4.71			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535759		3122		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 104 21702			Legis Del	ERLife		14.13				
								14.13			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535760		3123		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105 21702			Juve Fac	ERLife		75.36				
								75.36			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535761		3124		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 106 21702			BC Arch	ERLife		18.84				
								18.84			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535762		3125		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109 21702			Anim Shltr	ERLife		56.52				
								56.52			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535763		3126		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111 21702			7 Cent Gas	ERLife		711.91				

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
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Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021

DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535765	711.91	3127		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120	21702		Reappr	ERLife		199.47				
								199.47			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535766		3128		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140	21702		Counc Age	ERLife		36.03				
								36.03			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535767		3129		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143	21702		Sec 18	ERLife		124.12				
								124.12			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535768		3130		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144	21702		Parks	ERLife		84.78				
								84.78			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535769		3131		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 146	21702		ESMPO	ERLife		9.42				
								9.42			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535770		3132		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510	21702		Solid Wst	ERLife		185.10				
								185.10			
191391	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535771		3133		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	21702		SW Collect	ERLife		292.02				
								292.02			
191391	METROPOLITAN LIFE INS		0000		INV	04/09/2021	535911		4787		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21702		General	ERLife		22.62				
								22.62			

Report generated: 04/07/2021 14:25:15
 User: Amanda Cunningham (Amanda.
 Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER
191391	METROPOLITAN LIFE INS		0000		CRM	04/07/2021	3312021		5220	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10051750 51230			STax Licen	Life Ins			4.71		
	2 10051300 51230			Probate	Life Ins			4.71		
	3 51054300 51230			SW Magnol	Life Ins			-4.71		
	4 11153113 51230			HWY A300	Life Ins			-4.71		
	5 10051965 51230			CIS Depar	Life Ins			4.71		
	6 14457200 51230			Parks Dept	Life Ins			-1.65		
	7 10051750 51230			STax Licen	Life Ins			-4.71		
	8 10552610 51230			JD Fac	Life Ins			-9.42		
	9 10051965 51230			CIS Depar	Life Ins			-4.71		
								-15.78		
							CHECK TOTAL	2,867.70		
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535772		3134	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 100 21701			General	EELife			2,496.35		
								2,496.35		
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535773		3135	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 105 21701			Juve Fac	EELife			207.60		
								207.60		
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535774		3136	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 106 21701			BC Arch	EELife			34.38		
								34.38		
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535776		3137	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 109 21701			Anim Shltr	EELife			38.29		
								38.29		
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535777		3138	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 111 21701			7 Cent Gas	EELife			878.31		
								878.31		
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535778		3139	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 120 21701			Reappr	EELife			481.41		
								481.41		

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535779		3140		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140 21701			Counc Age	EELife		88.65				
								88.65			
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535780		3141		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143 21701			Sec 18	EELife		360.12				
								360.12			
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535781		3142		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144 21701			Parks	EELife		129.18				
								129.18			
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535782		3143		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 146 21701			ESMPO	EELife		5.95				
								5.95			
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535783		3144		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510 21701			Solid Wst	EELife		342.54				
								342.54			
191521	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535784		3145		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511 21701			SW Collect	EELife		363.56				
								363.56			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	535912		4788		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100 21701			General	EELife		55.20				
								55.20			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536096		4828		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100 21701			General	EELife		2,520.10				
								2,520.10			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536097		4829		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105 21701			Juve Fac	EELife		207.60				
								207.60			

Report generated: 04/07/2021 14:25:15
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apwarrnt

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536098		4830		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 106 21701			BC Arch	EELife		34.38				
								34.38			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536099		4831		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109 21701			Anim Shltr	EELife		38.29				
								38.29			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536100		4832		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111 21701			7 Cent Gas	EELife		878.31				
								878.31			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536101		4833		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120 21701			Reappr	EELife		481.41				
								481.41			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536102		4834		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140 21701			Counc Age	EELife		88.65				
								88.65			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536103		4835		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143 21701			Sec 18	EELife		360.12				
								360.12			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536104		4836		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144 21701			Parks	EELife		129.18				
								129.18			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536106		4837		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 146 21701			ESMPO	EELife		5.95				
								5.95			
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536107		4838		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510 21701			Solid Wst	EELife		342.54				
								342.54			

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
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Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

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DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	CHECK
191521	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536108		4839	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 511 21701			SW Collect	EELife		363.56			
								363.56		
191521	METROPOLITAN LIFE INS		0000		INV	04/07/2021	3312021		5185	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 105 13410			Juve Fac	AREmpl		25.40			
	2 111 13410			7 Cent Gas	AREmpl		-0.60			
	3 100 13410			General	AREmpl		19.00			
	4 100 13410			General	AREmpl		12.30			
	5 100 13410			General	AREmpl		-3.40			
	6 100 13410			General	AREmpl		4.14			
	7 10051962 51230			Personnel	Life Ins		-0.73			
	8 100 13410			General	AREmpl		-19.00			
	9 100 13410			General	AREmpl		-12.30			
	10 100 13410			General	AREmpl		16.56			
	11 100 13410			General	AREmpl		3.69			
	12 100 13410			General	AREmpl		3.40			
								48.46		
							CHECK TOTAL	10,980.09		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535785		3146	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 100 21704			General	EESTD		678.24			
								678.24		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535787		3147	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 104 21704			Legis Del	EESTD		7.30			
								7.30		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535788		3148	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 105 21704			Juve Fac	EESTD		41.04			
								41.04		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535789		3149	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 109 21704			Anim Shltr	EESTD		24.40			
								24.40		

Report generated: 04/07/2021 14:25:15
 User: Amanda Cunningham (Amanda.
 Program ID: Cunningham)

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

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DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535790		3150	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 111 21704			7 Cent Gas	EESTD		506.99			
								506.99		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535791		3151	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 120 21704			Reappr	EESTD		202.57			
								202.57		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535792		3152	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 140 21704			Counc Age	EESTD		65.66			
								65.66		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535793		3153	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 143 21704			Sec 18	EESTD		118.68			
								118.68		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535794		3154	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 144 21704			Parks	EESTD		43.15			
								43.15		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535795		3155	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 146 21704			ESMPO	EESTD		5.80			
								5.80		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535796		3156	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 510 21704			Solid Wst	EESTD		126.08			
								126.08		
191522	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535798		3157	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 511 21704			SW Collect	EESTD		116.30			
								116.30		
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536109		4840	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 100 21704			General	EESTD		707.52			
								707.52		

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021

DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536110		4841		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 104 21704			Legis Del	EESTD		7.30				
								7.30			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536111		4842		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105 21704			Juve Fac	EESTD		41.04				
								41.04			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536112		4843		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109 21704			Anim Shltr	EESTD		24.40				
								24.40			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536113		4844		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111 21704			7 Cent Gas	EESTD		502.53				
								502.53			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536114		4845		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120 21704			Reappr	EESTD		202.57				
								202.57			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536115		4846		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140 21704			Counc Age	EESTD		65.66				
								65.66			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536117		4847		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143 21704			Sec 18	EESTD		118.68				
								118.68			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536118		4848		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144 21704			Parks	EESTD		43.15				
								43.15			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536119		4849		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 146 21704			ESMPO	EESTD		5.80				
								5.80			

Report generated: 04/07/2021 14:25:15
 User: Amanda Cunningham (Amanda.
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536120		4850		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510 21704			Solid Wst	EESTD		126.08				
								126.08			
191522	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536121		4851		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511 21704			SW Collect	EESTD		116.30				
								116.30			
191522	METROPOLITAN LIFE INS		0000		CRM	04/07/2021	3312021		5214		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100 13410			General	AREmpl		15.02				
	2 111 13410			7 Cent Gas	AREmpl		-4.46				
	3 100 13410			General	AREmpl		14.26				
	4 111 13410			7 Cent Gas	AREmpl		-5.16				
	5 10051962 54990			Personnel	MiscExp		-1.32				
	6 100 13410			General	AREmpl		-15.01				
	7 511 13410			SW Collect	AREmpl		-34.26				
	8 111 13410			7 Cent Gas	AREmpl		-42.51				
	9 111 13410			7 Cent Gas	AREmpl		-34.26				
	10 111 13410			7 Cent Gas	AREmpl		-29.67				
	11 105 13410			Juve Fac	AREmpl		-25.98				
	12 100 13410			General	AREmpl		-14.25				
								-177.60			
							CHECK TOTAL	3,719.64			
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535799		3158		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100 21703			General	ERLTD		1,861.08				
								1,861.08			
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535800		3159		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 103 21703			Cnty Trans	ERLTD		5.90				
								5.90			
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535801		3160		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 104 21703			Legis Del	ERLTD		19.99				
								19.99			

Report generated: 04/07/2021 14:25:15
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
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CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	CHECK
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535802		3161	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 105 21703			Juve Fac	ERLTD		118.59			
								118.59		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535803		3162	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 106 21703			BC Arch	ERLTD		28.81			
								28.81		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535804		3163	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 109 21703			Anim Shltr	ERLTD		64.57			
								64.57		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535805		3164	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 111 21703			7 Cent Gas	ERLTD		1,083.64			
								1,083.64		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535806		3165	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 120 21703			Reappr	ERLTD		346.54			
								346.54		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535807		3166	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 140 21703			Counc Age	ERLTD		57.89			
								57.89		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535809		3167	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 143 21703			Sec 18	ERLTD		186.78			
								186.78		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535810		3168	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 144 21703			Parks	ERLTD		114.68			
								114.68		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535811		3169	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 146 21703			ESMPO	ERLTD		16.86			
								16.86		

Report generated: 04/07/2021 14:25:15
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Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	CHECK
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535812		3170	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 510 21703			Solid Wst	ERLTD		305.57			
								305.57		
191523	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535813		3171	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 511 21703			SW Collect	ERLTD		405.68			
								405.68		
191523	METROPOLITAN LIFE INS		0000		CRM	04/07/2021	3312021		5187	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10051750 51290			STax Licen	Disablil		7.16			
	2 51054300 51290			SW Magnol	Disablil		-5.72			
	3 11153113 51290			HWY A300	Disablil		-4.71			
	4 10051965 51290			CIS Depar	Disablil		15.56			
	5 10051962 51230			Personnel	Life Ins		-1.19			
	6 10051750 51290			STax Licen	Disablil		-7.16			
	7 10552610 51290			JD Fac	Disablil		-10.38			
	8 10051965 51290			CIS Depar	Disablil		-15.56			
								-22.00		
							CHECK TOTAL	4,594.58		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535814		3172	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 100 21707			General	VisionAP		1,046.73			
								1,046.73		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535815		3173	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 105 21707			Juve Fac	VisionAP		84.18			
								84.18		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535816		3174	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 106 21707			BC Arch	VisionAP		11.96			
								11.96		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535817		3175	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 109 21707			Anim Shltr	VisionAP		30.36			
								30.36		

Report generated: 04/07/2021 14:25:15
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PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	CHECK
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535818		3176	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 111 21707			7 Cent Gas	VisionAP		574.08			
								574.08		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535820		3177	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 120 21707			Reappr	VisionAP		208.61			
								208.61		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535821		3178	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 140 21707			Counc Age	VisionAP		65.78			
								65.78		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535822		3179	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 143 21707			Sec 18	VisionAP		126.73			
								126.73		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535823		3180	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 144 21707			Parks	VisionAP		83.49			
								83.49		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535824		3181	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 510 21707			Solid Wst	VisionAP		120.06			
								120.06		
191524	METROPOLITAN LIFE INS		0000		INV	02/28/2021	535825		3182	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 511 21707			SW Collect	VisionAP		283.36			
								283.36		
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	535913		4789	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 100 21707			General	VisionAP		50.57			
								50.57		
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536122		4852	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 100 21707			General	VisionAP		1,060.07			
								1,060.07		

Report generated: 04/07/2021 14:25:15
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536123		4853		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 105 21707			Juve Fac	VisionAP		84.18				
								84.18			
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536124		4854		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 106 21707			BC Arch	VisionAP		11.96				
								11.96			
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536125		4855		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 109 21707			Anim Shltr	VisionAP		30.36				
								30.36			
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536126		4856		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111 21707			7 Cent Gas	VisionAP		574.08				
								574.08			
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536128		4857		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 120 21707			Reappr	VisionAP		208.61				
								208.61			
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536129		4858		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 140 21707			Counc Age	VisionAP		65.78				
								65.78			
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536130		4859		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 143 21707			Sec 18	VisionAP		126.73				
								126.73			
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536131		4860		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 144 21707			Parks	VisionAP		83.49				
								83.49			
191524	METROPOLITAN LIFE INS		0000		INV	04/09/2021	536132		4861		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510 21707			Solid Wst	VisionAP		120.06				
								120.06			

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191524	METROPOLITAN LIFE INS	0000		INV	04/09/2021	536133		4862			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 511 21707		SW Collect	VisionAP		283.36					
							283.36				
191524	METROPOLITAN LIFE INS	0000		INV	04/07/2021	331201		5226			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 111 13410		7 Cent Gas	AREmpl		-4.61					
	2 100 13410		General	AREmpl		-4.61					
	3 100 13410		General	AREmpl		9.20					
	4 100 13410		General	AREmpl		13.34					
	5 100 13410		General	AREmpl		4.59					
	6 10051962 54990		Personnel	MiscExp		-3.67					
	7 111 13410		7 Cent Gas	AREmpl		-13.33					
	8 100 13410		General	AREmpl		-9.19					
	9 510 13410		Solid Wst	AREmpl		12.42					
							4.14				
						CHECK TOTAL	5,338.73				
192000	METROPOLITAN LIFE INS	0000		INV	04/07/2021	3312021		5235			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 100 13410		General	AREmpl		13.33					
	2 100 13410		General	AREmpl		9.19					
	3 100 13410		General	AREmpl		9.19					
	4 111 13410		7 Cent Gas	AREmpl		13.33					
	5 143 13410		Sec 18	AREmpl		23.91					
	6 100 13410		General	AREmpl		13.33					
	7 120 13410		Reappr	AREmpl		13.33					
	8 120 13410		Reappr	AREmpl		13.33					
							108.94				
						CHECK TOTAL	108.94				
91547	NORTH BALDWIN HOSPITA	0000		INV	02/28/2021	535685		3115			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 100 21777		General	NBWell		53.00					
							53.00				
91547	NORTH BALDWIN HOSPITA	0000		INV	02/28/2021	535687		3116			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 106 21777		BC Arch	NBWell		19.50					

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

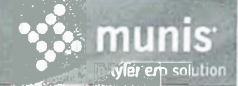
CHECK RUN: P033121B 04/09/2021
DUE DATE: 04/09/2021

CASH/ACCOUNT	999	10010	Treasury Pooled Cash									
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
91547	NORTH BALDWIN HOSPITA		0000		INV	02/28/2021	535688	19.50	3117			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 143 21777			Sec 18	NBWell		19.50					
91547	NORTH BALDWIN HOSPITA		0000		INV	04/09/2021	536026	19.50	4823			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 100 21777			General	NBWell		19.50					
91547	NORTH BALDWIN HOSPITA		0000		INV	04/09/2021	536028	19.50	4824			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 106 21777			BC Arch	NBWell		19.50					
91547	NORTH BALDWIN HOSPITA		0000		INV	04/09/2021	536029	19.50	4825			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 143 21777			Sec 18	NBWell		19.50					
91547	NORTH BALDWIN HOSPITA		0000		CRM	04/07/2021	3312021	19.50	5180			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 100 13410			General	AREmpl		-33.50					
							CHECK TOTAL	-33.50				
								117.00				
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535863		3103			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 100 21776			General	UnFundNrth		55.50					
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535864	55.50	3104			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 104 21776			Legis Del	UnFundNrth		15.00					
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535865	15.00	3105			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 105 21776			Juve Fac	UnFundNrth		1.00					
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535866	1.00	3106			
	ACCOUNT DETAIL						LINE AMOUNT					
	1 111 21776			7 Cent Gas	UnFundNrth		24.00					

Report generated: 04/07/2021 14:25:15
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Baldwin County, AL



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Detail Invoice List

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DUE DATE: 04/09/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535867	24.00	3107	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 120 21776			Reappr	UnFundNrth		15.00	15.00		
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535868		3108	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 140 21776			Counc Age	UnFundNrth		5.50	5.50		
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535869		3109	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 143 21776			Sec 18	UnFundNrth		5.00	5.00		
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535870		3110	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 144 21776			Parks	UnFundNrth		2.00	2.00		
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535871		3111	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 510 21776			Solid Wst	UnFundNrth		5.00	5.00		
40624	UNITED WAY OF BALDWIN		0000		INV	02/28/2021	535872		3112	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 511 21776			SW Collect	UnFundNrth		6.00	6.00		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	535918		4786	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 100 21776			General	UnFundNrth		15.00	15.00		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536174		4811	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 100 21776			General	UnFundNrth		55.50	55.50		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536175		4812	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 104 21776			Legis Del	UnFundNrth		15.00	15.00		

Report generated: 04/07/2021 14:25:15
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Baldwin County, AL



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CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536176		4813	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 105 21776			Juve Fac	UnFundNrth		1.00			
								1.00		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536177		4814	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 111 21776			7 Cent Gas	UnFundNrth		24.00			
								24.00		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536178		4815	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 120 21776			Reappr	UnFundNrth		15.00			
								15.00		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536179		4816	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 140 21776			Counc Age	UnFundNrth		5.50			
								5.50		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536180		4817	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 143 21776			Sec 18	UnFundNrth		5.00			
								5.00		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536181		4818	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 144 21776			Parks	UnFundNrth		2.00			
								2.00		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536182		4819	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 510 21776			Solid Wst	UnFundNrth		5.00			
								5.00		
40624	UNITED WAY OF BALDWIN		0000		INV	04/09/2021	536183		4820	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 511 21776			SW Collect	UnFundNrth		6.00			
								6.00		
							CHECK TOTAL	283.00		
191	INVOICES			WARRANT TOTAL			83,917.68	83,917.68		

Report generated: 04/07/2021 14:25:15
User: Amanda Cunningham (Amanda.
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Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P040121B 04/07/2021
DUE DATE: 04/07/2021

CASH ACCOUNT: 1999			10010		Treasury Pooled Cash						
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
94828	ALABAMA CHILD SUPPORT		0000		INV	03/28/2021	4888		4888		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21560		General	ChildSupp		864.47				
	2 105	21560		Juve Fac	ChildSupp		272.77				
	3 111	21560		7 Cent Gas	ChildSupp		1,033.81				
	4 144	21560		Parks	ChildSupp		222.92				
	5 510	21560		Solid Wst	ChildSupp		285.69				
	6 511	21560		SW Collect	ChildSupp		544.62				
								3,224.28			
							CHECK TOTAL	3,224.28			
1870	CLERK OF COURT, MISSY		0000		INV	03/28/2021	4884		4884		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 510	21550		Solid Wst	Garnishm		251.79				
								251.79			
							CHECK TOTAL	251.79			
184047	DANIEL O'BRIEN		0000		INV	03/28/2021	4890		4890		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21500		General	FEDTaxWH		366.00				
	2 120	21500		Reappr	FEDTaxWH		337.84				
	3 511	21500		SW Collect	FEDTaxWH		118.00				
								821.84			
							CHECK TOTAL	821.84			
189015	DEPARTMENT OF CHILDRE		0000		INV	03/28/2021	4892		4892		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 111	21560		7 Cent Gas	ChildSupp		193.84				
	2 510	21560		Solid Wst	ChildSupp		346.14				
								539.98			
							CHECK TOTAL	539.98			
112221	JODY L WISE CIRCUIT C		0000		INV	03/28/2021	4889		4889		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 100	21550		General	Garnishm		50.00				
								50.00			
							CHECK TOTAL	50.00			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P040121B 04/07/2021
DUE DATE: 04/07/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
5	INVOICES									
WARRANT TOTAL					4,887.89	4,887.89				

Report generated: 04/07/2021 15:13:36
User: Amanda Cunningham (Amanda.
Cunningham)
Program ID:

apwarrnt

INVOICE ENTRY PROOF LIST

CLERK: RBENSON		BATCH: 382	NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
54070	00000 AL STATE DEPT OF	5365 213311800; 3/31/21		M040821A	3,183.04	.00	.00	9205744
CASH 999	2021/07	INV 04/08/2021	SEP-CHK: N	DISC: .00		100 21540	3,183.04	1099:
ACCT 10010	DEPT 51700	DUE 04/08/2021	DESC:ACCT# 0213311800					
1 APPROVED PAID INVOICES			TOTAL		3,183.04			
1 INVOICE(S)			REPORT POST TOTAL		3,183.04			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
192222	AKMON INVESTMENT	0000		INV	04/08/2021	40121		5003		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		398.22				
							398.22			
192222	AKMON INVESTMENT	0000		INV	04/08/2021	40721		5358		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		277.37				
							277.37			
192222	AKMON INVESTMENT	0000		INV	04/08/2021	407212		5359		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		480.45				
							480.45			
192222	AKMON INVESTMENT	0000		INV	04/08/2021	407213		5360		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		3,451.72				
							3,451.72			
192222	AKMON INVESTMENT	0000		INV	04/08/2021	407214		5361		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		1,213.60				
							1,213.60			
						CHECK TOTAL	5,821.36			
10009	ALABAMA POWER CO	0000		INV	04/08/2021	330201		5366		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR	ACCOUNT DETAIL	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
						LINE	AMOUNT			
	1 11153555 52401		HWY Bldgs	Electricit			89.28			
	2 10051555 52401		GF Bldg	Electricit			867.45			
	3 11153555 52401		HWY Bldgs	Electricit			91.01			
	4 11153135 52490		HWY Mowing TraffLight				26.84			
	5 10051555 52401		GF Bldg	Electricit			1,210.93			
	6 70852708 52401		Comm Corre	Electricit			596.43			
	7 10051555 52401		GF Bldg	Electricit			836.19			
	8 14457200 52401		Parks Dept	Electricit			347.71			
	9 10651909 52401		Mcleod Ho	Electricit			15.49			
	10 10051555 52401		GF Bldg	Electricit			2,888.81			
	11 11153135 52490		HWY Mowing TraffLight				27.21			
	12 10051555 52401		GF Bldg	Electricit			409.62			
	13 10051555 52401		GF Bldg	Electricit			1,655.69			
	14 10051995 52401		Bldg Maint	Electricit			842.84			
	15 10051555 52401		GF Bldg	Electricit			438.82			
	16 10051555 52401		GF Bldg	Electricit			44.65			
	17 10051555 52401		GF Bldg	Electricit			2,885.61			
	18 11153135 52490		HWY Mowing TraffLight				11.05			
	19 11153555 52401		HWY Bldgs	Electricit			984.05			
	20 11153555 52401		HWY Bldgs	Electricit			376.17			
	21 10051555 52401		GF Bldg	Electricit			557.50			
	22 10051555 52401		GF Bldg	Electricit			480.30			
	23 10051555 52401		GF Bldg	Electricit			94.46			
	24 10451904 52401		Legis BM	Electricit			114.39			
	25 10051555 52401		GF Bldg	Electricit			38.33			
	26 10051555 52401		GF Bldg	Electricit			166.33			
	27 10051555 52401		GF Bldg	Electricit			756.09			
	28 10552610 52401		JD Fac	Electricit			2,817.63			
	29 10051555 52401		GF Bldg	Electricit			4,202.88			
	30 10051920 52401		Brd Regist	Electricit			226.12			
	31 10051555 52401		GF Bldg	Electricit			238.93			
	32 10051555 52401		GF Bldg	Electricit			1,813.62			
	33 10051555 52401		GF Bldg	Electricit			509.49			
	34 10051555 52401		GF Bldg	Electricit			1,639.08			
	35 10051555 52401		GF Bldg	Electricit			347.20			
	36 10051555 52401		GF Bldg	Electricit			1,016.83			
	37 10051555 52401		GF Bldg	Electricit			6,335.52			
	38 14352555 52401		BRATS Bldg	Electricit			127.17			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999				10010		Treasury Pooled Cash						
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39	10051555	52401	GF Bldg	Electricit			39.89					
40	10051555	52401	GF Bldg	Electricit			11,751.67					
41	10051555	52401	GF Bldg	Electricit			860.18					
42	10051555	52401	GF Bldg	Electricit			10,393.47					
43	10051555	52401	GF Bldg	Electricit			1,872.80					
44	10051555	52401	GF Bldg	Electricit			1,032.17					
									62,077.90			
CHECK TOTAL									62,077.90			
192223	ALEXIS ROBINSON			0000		INV	04/08/2021	40721		5362		
ACCOUNT DETAIL								LINE AMOUNT				
1	725	24000		Land Redem	DToPropOwn			125.46				
									125.46			
CHECK TOTAL									125.46			
54017	AT&T			0000		INV	04/08/2021	205 M29-9005;MAR'21		5094		
ACCOUNT DETAIL								LINE AMOUNT				
1	10051100	52510		Cnty Comm	Telephone			2,977.64				
2	11153111	52510		HWY A100	Telephone			1,470.15				
3	14056200	52510		BC Aging	Telephone			515.37				
									4,963.16			
CHECK TOTAL									4,963.16			
54017	AT&T			0000		INV	04/08/2021	251-937-9387;MAR'21		5099		
ACCOUNT DETAIL								LINE AMOUNT				
1	10052200	52510		JailBU	Telephone			515.37				
									515.37			
CHECK TOTAL									515.37			
63589	AT&T			0000		INV	04/08/2021	850-968-6223;MAR'21		5107		
ACCOUNT DETAIL								LINE AMOUNT				
1	10051101	52290		Tele Syst	OthrChgs			57.40				
									57.40			
CHECK TOTAL									57.40			
63589	AT&T			0002		INV	04/08/2021	251-937-4810;MAR'21		5100		
ACCOUNT DETAIL								LINE AMOUNT				
1	14457239	52510		Bicentenni	Telephone			673.67				

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
							CHECK TOTAL	673.67			
								673.67			
14397	AT&T MOBILITY		0000		INV	04/08/2021	822013449X04012021		5089		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 11153151 52510			HWY GIS	Telephone			37.50			
	2 11153151 52510			HWY GIS	Telephone			21.25			
	3 10051995 52510			Bldg Maint	Telephone			41.24			
	4 10051995 52510			Bldg Maint	Telephone			89.30			
	5 10552610 52510			JD Fac	Telephone			77.60			
	6 10051965 52510			CIS Depar	Telephone			41.24			
	7 10051965 52510			CIS Depar	Telephone			41.24			
	8 11153600 52510			HWY PreCon	Telephone			36.43			
	9 10057100 52510			Libr Svcs	Telephone			25.18			
							CHECK TOTAL	410.98			
								410.98			
14397	AT&T MOBILITY		0000		INV	04/08/2021	875887640X04012021		5108		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 10051910 52510			ElectBU	Telephone			42.23			
							CHECK TOTAL	42.23			
								42.23			
14005	BALDWIN EMC		0000		INV	04/08/2021	3262021		5367		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 11153135 52490			HWY Mowing TraffLight				28.00			
	2 51054555 52401			SW Bldg	Electricit			64.00			
	3 51054555 52401			SW Bldg	Electricit			34.00			
	4 11153135 52490			HWY Mowing TraffLight				32.00			
	5 51054555 52401			SW Bldg	Electricit			24.00			
	6 51054555 52401			SW Bldg	Electricit			188.00			
							CHECK TOTAL	370.00			
								370.00			
188788	BRANT, SUE		0000		INV	04/08/2021	40721		5357		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725 24000			Land Redem	DTToPropOwn			217.20			
									217.20		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	CHECK
							CHECK TOTAL	217.20		
192238	BUZBEE ENTERPRISES, I		0000		INV	04/08/2021	40121		5004	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		180.97			
							CHECK TOTAL	180.97		
187158	CANOPY INVESTMENT COM		0000		INV	04/08/2021	401216		5005	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		198.43			
								198.43		
187158	CANOPY INVESTMENT COM		0000		INV	04/08/2021	401217		5006	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		195.52			
								195.52		
187158	CANOPY INVESTMENT COM		0000		INV	04/08/2021	401218		5007	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 725	24000		Land Redem	DToPropOwn		128.78			
								128.78		
							CHECK TOTAL	522.73		
19049	CITY OF FOLEY		0000		INV	04/08/2021	INV16125		5371	
	ACCOUNT DETAIL						LINE AMOUNT			
	1 10051555	52404		GF Bldg	Garbage		57.72			
								57.72		
							CHECK TOTAL	57.72		

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
19031	CITY OF ROBERTSDALE	0000		INV	04/08/2021	3292021		5369		
ACCOUNT DETAIL						LINE AMOUNT				
1	10051555 52401		GF Bldg	Electricit		323.65				
2	10051555 52402		GF Bldg	WatSewer		16.35				
3	10051555 52401		GF Bldg	Electricit		3,251.25				
4	10051555 52402		GF Bldg	WatSewer		49.75				
5	10051555 52401		GF Bldg	Electricit		3,106.79				
6	10051555 52402		GF Bldg	WatSewer		177.25				
7	10051555 52403		GF Bldg	Gas		1,642.96				
8	10051555 52401		GF Bldg	Electricit		3,503.00				
9	10051555 52401		GF Bldg	Electricit		521.00				
10	10051555 52401		GF Bldg	Electricit		679.97				
11	10051555 52402		GF Bldg	WatSewer		89.03				
12	10051555 52401		GF Bldg	Electricit		770.51				
13	10051555 52402		GF Bldg	WatSewer		930.49				
14	10051555 52401		GF Bldg	Electricit		260.19				
15	10051555 52402		GF Bldg	WatSewer		35.31				
16	10051555 52404		GF Bldg	Garbage		32.50				
17	10051555 52401		GF Bldg	Electricit		9,234.69				
18	10051555 52402		GF Bldg	WatSewer		155.52				
19	10051555 52403		GF Bldg	Gas		290.16				
20	70852708 52401		Comm Corre	Electricit		695.08				
21	70852708 52402		Comm Corre	WatSewer		11.71				
22	70852708 52403		Comm Corre	Gas		21.84				
23	10051555 52402		GF Bldg	WatSewer		51.15				
24	70852708 52402		Comm Corre	WatSewer		3.85				
25	79051902 52401		RD Symbol	Electricit		115.39				
26	79051902 52402		RD Symbol	WatSewer		47.61				
27	10051555 52401		GF Bldg	Electricit		65.50				
28	10051555 52402		GF Bldg	WatSewer		52.50				
						CHECK TOTAL	26,135.00			
							26,135.00			
192301	COOK, ROBERT M	0000		INV	04/08/2021	40121		5012		
ACCOUNT DETAIL						LINE AMOUNT				
1	725 24000		Land Redem	DToPropOwn		194.36				
						CHECK TOTAL	194.36			
							194.36			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
186412	CRAFT TRAINING FUND	0000		INV	04/08/2021	3312021		5098		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 23000		General	DToGovern		3,120.00				
							3,120.00			
						CHECK TOTAL	3,120.00			
130681	JEAN MARC PRESCOTT OR	0000		INV	04/08/2021	40121		5008		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		352.11				
							352.11			
						CHECK TOTAL	352.11			
180964	JOHN PAYNE	0000		INV	04/08/2021	40721		5356		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		400.25				
							400.25			
						CHECK TOTAL	400.25			
190499	MELVIN E LAMAR	0000		INV	04/08/2021	401212		5009		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		202.06				
							202.06			
						CHECK TOTAL	202.06			
192296	NUVIEW IRA FBO DOUGLA	0000		INV	04/08/2021	40121		5010		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		561.29				
							561.29			
192296	NUVIEW IRA FBO DOUGLA	0000		INV	04/08/2021	40721		5363		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		1,570.95				
							1,570.95			
192296	NUVIEW IRA FBO DOUGLA	0000		INV	04/08/2021	407212		5364		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		665.25				
							665.25			
						CHECK TOTAL	2,797.49			

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040821 04/08/2021

DUE DATE: 04/08/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
999990	BILL & SANDY MOORE		0000		INV	04/08/2021	381530		5372		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	45411		SW Collect	Collect		323.00				
								323.00			
							CHECK TOTAL	323.00			
999990	MICHAEL & JULIE FREEM		0000		INV	04/08/2021	315822		5373		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 511	45411		SW Collect	Collect		128.00				
								128.00			
							CHECK TOTAL	128.00			
48197	PERDIDO BAY WATER, SE		0000		INV	04/08/2021	3312021		5370		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 14457200	52402		Parks Dept	WatSewer		18.72				
								18.72			
							CHECK TOTAL	18.72			
180942	RELIABLE PROPERTIES L		0000		INV	04/08/2021	401212		5011		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		256.33				
								256.33			
							CHECK TOTAL	256.33			
192302	RINES, RODNEY		0000		INV	04/08/2021	40121		5013		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		91.85				
								91.85			
							CHECK TOTAL	91.85			
192226	SAMPSON, ANTHONY T AN		0000		INV	04/08/2021	40121		5002		
	ACCOUNT DETAIL						LINE AMOUNT				
	1 725	24000		Land Redem	DToPropOwn		427.24				
								427.24			
							CHECK TOTAL	427.24			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
57007	TOWN OF SILVERHILL	0000		INV	04/08/2021	3302021		5368		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 11153555 52402		HWY Bldgs	WatSewer		53.51				
	2 14457200 52402		Parks Dept	WatSewer		25.78				
	3 11153555 52402		HWY Bldgs	WatSewer		78.87				
							158.16			
						CHECK TOTAL	158.16			
128434	TYLER MONTANA JUL PRE	0000		INV	04/08/2021	40121		5014		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		359.67				
							359.67			
128434	TYLER MONTANA JUL PRE	0000		INV	04/08/2021	401212		5053		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 725 24000		Land Redem	DToPropOwn		440.17				
							440.17			
						CHECK TOTAL	799.84			
152240	VERIZON WIRELESS	0000		INV	04/08/2021	9876244210		5087		

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I040821 04/08/2021
 DUE DATE: 04/08/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
ACCOUNT DETAIL						LINE AMOUNT					
	1	10051125 52510		Admin	Telephone			299.62			
	2	10051300 52510		Probate	Telephone			368.99			
	3	10051600 52510		Rev Comm	Telephone			253.31			
	4	10051700 52510		Accting	Telephone			160.75			
	5	10051725 52510		Budg Prch	Telephone			172.64			
	6	10051750 52510		STax Licen	Telephone			656.70			
	7	12051810 52510		Reappraisa	Telephone			1,499.92			
	8	10451904 52510		Legis BM	Telephone			241.31			
	9	10651906 52510		Archives	Telephone			86.32			
	10	14351930 52510		BRATS Adm	Telephone			311.54			
	11	14651932 52510		MPO	Telephone			81.32			
	12	10051962 52510		Personnel	Telephone			298.40			
	13	10051965 52510		CIS Depar	Telephone			1,629.90			
	14	10051993 52510		Fly CHouse	Telephone			40.66			
	15	10051994 52510		FH CHouse	Telephone			107.98			
	16	10051995 52510		Bldg Maint	Telephone			770.97			
	17	10051999 52510		Cstal Area	Telephone			320.73			
	18	10052300 52510		EMA	Telephone			690.31			
	19	10052400 52510		CoronerBU	Telephone			531.00			
	20	10552610 52510		JD Fac	Telephone			162.64			
	21	10052710 52510		Bldg Insp	Telephone			470.77			
	22	10052730 52510		Planning	Telephone			366.49			
	23	11153100 52510		HWY Admin	Telephone			86.32			
	24	11153111 52510		HWY A100	Telephone			161.99			
	25	11153112 52510		HWY A200	Telephone			532.93			
	26	11153113 52510		HWY A300	Telephone			507.27			
	27	11153120 52510		HWY Constr	Telephone			411.40			
	28	11153130 52510		HWY Maint	Telephone			379.64			
	29	11153135 52510		HWY Mowing	Telephone			621.66			
	30	11153150 52510		HWY SubDiv	Telephone			258.96			
	31	11153151 52510		HWY GIS	Telephone			55.74			
	32	11153600 52510		HWY PreCon	Telephone			162.64			
	33	51054100 52510		SW Admin	Telephone			499.57			
	34	51054300 52510		SW Magnol	Telephone			277.41			
	35	51054325 52510		SW Wst TF	Telephone			84.84			
	36	51054330 52510		McBride	Telephone			106.05			
	37	51054331 52510		Eastfork	Telephone			63.63			
	38	51054100 52510		SW Admin	Telephone			120.83			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: 1040821 04/08/2021
DUE DATE: 04/08/2021

CASH ACCOUNT: 999			10010		Treasury Pooled Cash								
VENDOR				REMIT	PO	TYPE	DUE DATE	INVOICE		AMOUNT	DOCUMENT	VOUCHER	CHECK
39	51154800	52510		Gbage Coll	Telephone		3,856.23						
40	51154801	52510		SW C Admin	Telephone		208.69						
41	51054850	52510		Gbage C WR	Telephone		148.37						
42	10955410	52510		Animal She	Telephone		661.93						
43	14056200	52510		BC Aging	Telephone		166.99						
44	14457200	52510		Parks Dept	Telephone		513.15						
45	14457238	52510		Live Oak	Telephone		80.40						
46	10051100	52510		Cnty Comm	Telephone		40.01						
47	10051100	52510		Cnty Comm	Telephone		40.01						
48	10051100	52510		Cnty Comm	Telephone		40.01						
49	10051100	52510		Cnty Comm	Telephone		64.37						
50	10051100	52510		Cnty Comm	Telephone		50.66						
51	10051100	52510		Cnty Comm	Telephone		64.37						
52	10051100	52510		Cnty Comm	Telephone		40.01						
53	10051100	52510		Cnty Comm	Telephone		40.01						
54	10051100	52510		Cnty Comm	Telephone		64.37						
										19,932.73			
CHECK TOTAL										19,932.73			
152240	VERIZON WIRELESS			0000		INV	04/08/2021	9876228382			5222		
ACCOUNT DETAIL										LINE AMOUNT			
	1	74010740	52511		Law Librar	TeleJA		448.72					
										448.72			
CHECK TOTAL										448.72			
40	INVOICES			WARRANT TOTAL				131,822.01		131,822.01			

INVOICE ENTRY PROOF LIST

CLERK: R BENSON BATCH: 388			NEW INVOICES							
VENDOR REMIT NAME			DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS	PO BY	PO BALANCE	CHK/WIRE
10441	00000	ACCA WCSIF	5396 FY20; OCT'19-OCT'20		I040821A	25,254.01		.00	.00	
CASH 999	2021/07	INV 04/08/2021	SEP-CHK: N	DISC: .00		10051100	51250		147.39	1099:
ACCT 10010	DEPT 555	DUE 04/08/2021	DESC:WORKERS'	COMP FY20 ADD'L PMT		10051125	51250		27.59	1099:
						10051300	51250		212.70	1099:
						10051600	51250		156.50	1099:
						10051700	51250		37.93	1099:
						10051725	51250		24.70	1099:
						10051750	51250		397.40	1099:
						10051920	51250		11.53	1099:
						10051962	51250		136.29	1099:
						10051965	51250		290.53	1099:
						10051992	51250		68.15	1099:
						10051994	51250		74.26	1099:
						10051993	51250		68.72	1099:
						10051995	51250		898.56	1099:
						10051996	51250		299.00	1099:
						10051999	51250		36.88	1099:
						10052300	51250		167.38	1099:
						10052400	51250		5.90	1099:
						10052710	51250		242.05	1099:
						10052730	51250		262.29	1099:
						10351934	51250		53.97	1099:
						10451904	51250		7.84	1099:
						10552610	51250		828.21	1099:
						10651906	51250		21.80	1099:
						10955410	51250		320.39	1099:
						11153100	51250		193.99	1099:
						11153111	51250		2,343.31	1099:
						11153112	51250		2,295.16	1099:
						11153113	51250		2,370.55	1099:
						11153120	51250		202.32	1099:
						11153130	51250		207.58	1099:
						11153135	51250		1,057.22	1099:
						11153150	51250		105.41	1099:
						11153151	51250		108.22	1099:
						11153600	51250		186.36	1099:
						12051810	51250		791.38	1099:
						14056200	51250		73.85	1099:
						14351930	51250		147.49	1099:
						14351935	51250		1,633.72	1099:
						14457200	51250		623.85	1099:
						14651932	51250		5.22	1099:
						51054100	51250		157.01	1099:
						51054205	51250		87.04	1099:
						51054300	51250		1,234.00	1099:
						51054325	51250		618.21	1099:
						51054330	51250		473.66	1099:
						51054331	51250		228.97	1099:

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 388		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
						51054370 51250	375.68	1099:
						51054850 51250	227.44	1099:
						51154800 51250	4,686.13	1099:
						51154801 51250	22.28	1099:
1 APPROVED UNPAID INVOICES			TOTAL		25,254.01			
1 INVOICE(S)		REPORT POST TOTAL		25,254.01				



Baldwin County Commission

Agenda Action Form

File #: 21-0760, Version: 1

Item #: FF1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Eddie Harper, Building Official

Submitted by: Mindy Smith, Permit Administrator

ITEM TITLE

City of Orange Beach - Memorandum of Understanding for Fire Code Services

STAFF RECOMMENDATION

Eddie Harper, Building Official, will be present to discuss the need for the Memorandum of Understanding for Fire Code Services between the City of Orange Beach and the Baldwin County Commission.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Currently, the Baldwin County Building Department has not adopted the International Fire Code and does not employ a team to complete fire related inspections or complete fire related plans examinations. The purpose of this Memorandum of Understanding (MOU) would be to compensate for this void. The City of Orange Beach would offer up a team of individuals certified by the International Code Council (ICC), National Fire Protection Association (NFPA), National Institute of Certification in Engineering Technologies (NICET), Alabama Fire College (AFC) to provide fire plan review and fire related inspection services for construction projects, in the Orange Beach Police and Planning Jurisdiction, under the direction of the Baldwin County Building Official.

Both parties agree that there is a mutual benefit to providing fire related plan review and inspection services in the Orange Beach Police and Planning Jurisdiction. The county will receive free fire plan review and inspection services, and the City of Orange Beach will be able to ensure that fire and life safety codes are adhered to in the Orange Beach Police and Planning Jurisdiction (e.g. fire department access, site water for fire flow, fire alarm, fire sprinkler, fixed extinguishing systems, means of egress, and other means of active and passive fire protection required by code).

FINANCIAL IMPACT

Total cost of recommendation: No Cost to the County

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?
To Be Determined

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: Eddie Harper

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

Additional instructions/notes: N/A

MEMORANDUM OF UNDERSTANDING FOR FIRE CODE SERVICES

This Memorandum of Understanding (“MOU”) is hereby entered into this ____ day of _____, 2021, by and between the Baldwin County Commission, (“County”); and the City of Orange Beach, Alabama, a Municipal Corporation, (“City”).

WHEREAS, the County has the power and authority to adopt and enforce building construction standards in the Orange Beach Police and Planning Jurisdiction (“Service Area”), provide building construction plan review, and to provide building construction inspections within this service area; and

WHEREAS, the County has NOT adopted the International Fire Code and is not equipped to perform plan review or inspections from a fire safety standpoint; and

WHEREAS, the City and the County entered into an agreement on [ENTER DATE] empowering the City to perform certain fire plan review and fire code services within the Service Area under the direction of the County Building Official, but the Services Agreement is not effective until [ENTER DATE]; and

WHEREAS, the fire code plan review and inspection services will be provided free-of-charge.

I. The City shall provide the following services in the Orange Beach Police and Planning Jurisdiction: plan review per the City of Orange Beach’s adopted version of the International Fire Code (“Fire Code”), Fire Code required inspections for applicable county permitted projects in the Service Area; interpretations of the Fire Code related to the applicable permitted projects; and annual inspections of the existing commercial occupancies in the Service Area. All Services provided by the City are deemed to be governmental functions, involving governmental services, activities, and/or undertakings.

II. Relationship between the parties. The City agrees that it shall provide the services through City employees who shall remain City employees, and not County employees, while providing the services.

III. Fire Code. For the purposes of this MOU, “Fire Code” includes the International Fire Code; that the City has adopted and incorporated by reference.

IV. Record-Keeping. The City agrees to maintain and dispose of records related to its Services provided hereunder pursuant to the City’s adopted records retention policies and procedures. If the County desires to obtain copies of any such records, the County may request such records from the City, and the City shall provide existing records within a reasonable time frame.

V. Fees and Compensation. Because of the mutual benefits received by the parties, the City shall not collect any permit fees or other compensation to the City for its services provided pursuant to this MOU.



Baldwin County Commission

Agenda Action Form

File #: 21-0777, Version: 1

Item #: FR1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Ashley Campbell, Planning & Zoning Natural Resource Planner

Submitted by: Ashley Campbell, Planning & Zoning Natural Resource Planner

ITEM TITLE

*Pensacola and Perdido Bays Estuary Program (PPBEP) Update

STAFF RECOMMENDATION

Donald L. Killorn, Executive Director of the Pensacola and Perdido Bay Estuary Program (PPBEP) will be present to give an update on the program.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Since its creation in 2018, the Pensacola and Perdido Bays Estuary Program has been working to establish a comprehensive conservation and management plan to help restore the local waterways based on sound science and the values, priorities and uses of its community members.

A request was received from PPBEP Executive Director, Donald L. Killorn, to make a presentation to the Commission on program activities.

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



Pensacola and Perdido Bays Estuary Program

Donald Killorn, Executive Director

Overview

- Pensacola and Perdido Bays Estuary Program (PPBEP) began significant work in 2020
- Designed according to the EPA's National Estuary Program, similar to Mobile Bay NEP
- Recipient of funding from the EPA, the State of Florida, and local governments

Science & Technical

- Comprehensive Conservation and Management Plan (CCMP) is under development with significant data collection completed to inform goals, objectives, actions, and targets
- EPA's National Coastal Condition Assessment and the National Wetlands Condition Assessment will be implemented this quarter including intensification in Perdido Bay
- Other efforts include oyster habitat mapping using aerial imagery, side-scan sonar, and oyster sampling; and a living shoreline suitability model

Education & Outreach

- A Florida Legislative Appropriations funded a \$200,000 Community Grant Program with 10 funded projects underway and scheduled to be completed by June 1st
- The program completed a community values survey with the UWF Haas Center. 754 participants completed the survey including 60 from Alabama
- Trash Free Waters project to identify and mitigate trash inputs into three creeks begins in May-June with expansion throughout the watershed contingent on funding

Business Partnership

- PPBEP is searching for local business leaders to help ensure relevant economic impact
- Dan Dealy is collecting names of potential participants from Baldwin County



Pensacola and Perdido Bays Estuary Program

Donald Killorn, Executive Director

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- Trash Free Waters project to identify and mitigate trash inputs into three creeks begins in May-June with expansion throughout the watershed contingent on funding

Business Partnership

- PPBEP is searching for local business leaders to help ensure relevant economic impact
- Potential participants from Baldwin County are being identified



Baldwin County Commission

Agenda Action Form

File #: 21-0769, Version: 1

Item #: HA1

Meeting Type: BCC Regular Meeting

Meeting Date: 4/20/2021

Item Status: New

From: Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Request for Leave of Absence - Central Annex

STAFF RECOMMENDATION

At the request of the County Administrator, approve a Leave of Absence for employee #188085 beginning April 13, 2021, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

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: Personnel - Implement Changes

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

Additional instructions/notes: N/A