

Baldwin County Commission



Baldwin County Commission Emergency Special Meeting Agenda

**Wednesday, September 30, 2020
8:30 AM**

Baldwin County Central Annex
County Commission Conference Room
22251 Palmer Street
Robertsdale, Alabama 36567

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

WELCOME BY THE CHAIRMAN

INVOCATION

PLEDGE OF ALLEGIANCE

- 1) Make the Call Letter part of the record.

GENERAL

- 1) Voting Administration - Declaration of Emergency Warranting Relocation of Voting Place for Baldwin County Voting Precinct No. 49; and
- 2) Competitive Bid #WG20-53 - Emergency Repairs for Roadway Lighting, Traffic Signal and Traffic Detection Equipment for the Baldwin County Commission; and
- 3) Competitive Bid #WG20-54 - Emergency Purchase and Installation of One (1) New Portable Truck Scale for the MacBride Landfill for the Baldwin County Commission; and
- 4) Consider and/or authorize any other actions necessary related to Hurricane Sally recovery efforts

PUBLIC COMMENTS

PRESS QUESTIONS

COMMISSIONERS COMMENTS

ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 20-1665, **Version:** 1

Item #: 1

Meeting Type: BCC Special Emergency Meeting

Meeting Date: 9/30/2020

Item Status: New

From: Wayne Dyess, County Administrator; Anu Gary, Administrative Services Manager; Harry D'Olive, Judge of Probate; and Violetta Smith, Elections Coordinator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Voting Administration - Declaration of Emergency Warranting Relocation of Voting Place for Baldwin County Voting Precinct No. 49

STAFF RECOMMENDATION

Pursuant to correspondence from the Baldwin County Judge of Probate, the Honorable Harry D'Olive, dated September 21, 2020, informing the Baldwin County Commission that due to extensive damage caused by Hurricane Sally on September 15-16, 2020, at the Fairhope Avenue Baptist Church (voting place for Baldwin County Voting Precinct 49), the facility is unable to be utilized by the general public at this time. Consequently, take the following actions:

- 1) Declare an emergency exists warranting the temporary relocation (for November 3, 2020, General Election only) of the Voting Place for Baldwin County Voting Precinct No. 49 from the Fairhope Avenue Baptist Church to the Homestead Village of Fairhope (Ballroom), located at 924 Plantation Boulevard, Fairhope, Alabama, as such relocation is within ninety (90) days of an election; and
- 2) Authorize the Chairman to execute correspondence informing the voting place(s) involved of the changes affecting voting in Baldwin County, Alabama; and
- 3) Authorize the Chairman to execute correspondence to all county election officials (Probate Judge, Sheriff, Absentee Election Manager and Board of Registrars) informing them of the new and temporary relocation of the Voting Place for Baldwin County Voting Precinct No. 49; and
- 4) Authorize the Chairman to execute correspondence to the Board of Registrars ordering them to immediately issue new voting cards for the affected voters of Baldwin County Voting Precinct No. 49.

BACKGROUND INFORMATION

Previous Commission action/date: September 1, 2020 - Resolution #2020-132 was adopted by the Commission, which approved voting changes.

Background:

REQUEST:

On September 21, 2020, Pastor Lewis Johnson contacted the County and informed Probate and Administration staff that the Fairhope Avenue Baptist Church facilities were damaged during Hurricane Sally on September 15-16, 2020. Due to the extensive damage, the Church cannot be utilized as a voting place for the November 3, 2020, General Election. Staff has met with Pastor Johnson, visited the site and verified this information.

At this time, another voting location must be identified and temporarily designated as a voting location within Baldwin County Voting Precinct 49.

RECOMMENDATION:

Upon the circumstances presented, staff recommends the Baldwin County Commission declare an emergency to relocate the Voting Place for Baldwin County Voting Place No. 49. Staff understands the prohibition found at Section 17-6-4 (d) of the Code of Alabama 1975 prohibiting the relocation of voting places within three (3) months before an election and bases its recommendation upon a September 1, 1999, Alabama Attorney General's Opinion providing that a county commission may change a polling place (i.e. voting place) within three (3) months of an election if an emergency exists that necessitates changing said polling place (See the September 1, 1999, Alabama Attorney General's Opinion attached).

GENERAL INFORMATION AND BACKGROUND:

The Fairhope Avenue Baptist Church is a designated Voting Place for Baldwin County Voting Precinct No. 49 (Fairhope East). This Baldwin County Voting Precinct and Voting Place is used for federal, state, county and district elections in accordance with Alabama law, excepting municipal elections, and is designated by the Baldwin County Commission pursuant to applicable Alabama law as found at Section 17-6-1 through Section 17-6-9 of the Code of Alabama 1975.

Pursuant to §17-6-6 (a) Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, retains the sole authority to change the configuration, boundaries, or designation of the Voting Precincts in Baldwin County, Alabama, and, furthermore, any change so determined shall be adopted by resolution. Pursuant to §17-6-4 Code of Alabama 1975, as amended, the County Commission of Baldwin County, Alabama, is, authorized to designate and select a Voting Place for each Voting Precinct

Section 17-6-4 (d) of the Code of Alabama 1975 prohibits voting places for voting precincts to be changed within three (3) months of an election.

PAST COMMISSION ACTIONS:

The Baldwin County Commission has declared similar-type emergencies warranting voting (polling) places relocations in the past, and three months prior to several elections, based upon the

aforementioned September 1, 1999, Alabama Attorney General's Opinion.

September 1, 2020 - Baldwin County Voting Precinct No. 23 (Belforest)

Relocated Voting Place in Voting Precinct No. 49, Belforest Community Center, to the Belforest Christian Church, due to public safety concerns due to extremely limited parking and lack of space in the facility.

January 11, 2008 - Baldwin County Voting Precinct No. 45 (Spanish Fort)

Relocated Voting Place in Voting Precinct No. 45, Spanish Fort Elementary School, to the East Pointe Baptist Church, due to a major hazardous materials clean up at Spanish Fort Elementary School.

June 15, 2004 - Baldwin County Voting Precinct No. 2 (Tensaw)

Relocated Voting Place from the Tensaw Community Center to Tensaw VFD after Baldwin County Commission was informed that, without the knowledge of the county governing body, that the Voting Place was relocated to the VFD.

March 16, 2004 - Baldwin County Voting Precinct No. 24 (Silverhill)

Relocated Voting Place from the Silverhill Town Hall to Little Hall after being informed that town hall would be demolished in order to build a new town hall.

April 16, 2002 - Baldwin County Voting Precinct No. 31 (Summerdale)

Relocated Voting Place from the Summerdale Community Hall to Summerdale Alumni Building after community hall burned down.

April 4, 2000 - Baldwin County Voting Precinct No. 40 (Fort Morgan)

Relocated Voting Place from the Shell Banks Baptist Church to Fort Morgan VFD Station #2 after church declined use of the premises for voting.

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, County Attorney review is required.

Reviewed/approved by: Approved by Brad Hicks, County Attorney 09/25/2020 akq

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes, public notice required (see attached Notice).

If the proof of publication affidavit is not attached, list the reason: Advertising will take place after Commission approval.

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Time sensitive

Individual(s) responsible for follow up: Administration - **TIME SENSITIVE - ALL CORRESPONDENCE MUST GO OUT THE DATE OF MEETING.**

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

1. (Hand Delivery) Letter and Map to:
Baldwin County Probate Court
ATTN: Judge of Probate Harry D'Olive

2. (Hand Delivery) Letter and Map to:
Board of Registrars
ATTN: Chairperson Betty Sweet

3. (Certified Mail) Letter and Map to:
Reapportionment Office
ATTN: Donna Shanholtzer, Director
Alabama State House
11 South Union Street
Room 303
Montgomery, Alabama 36130

cc: David Brewer, Chief of Staff, Alabama Secretary of State
David.Brewer@sos.alabama.gov <<mailto:David.Brewer@sos.alabama.gov>>

4. (Certified Mail and Regular Mail) Letter and Map to:
Homestead Village of Fairhope
Attn: Kim Neal, General Manager

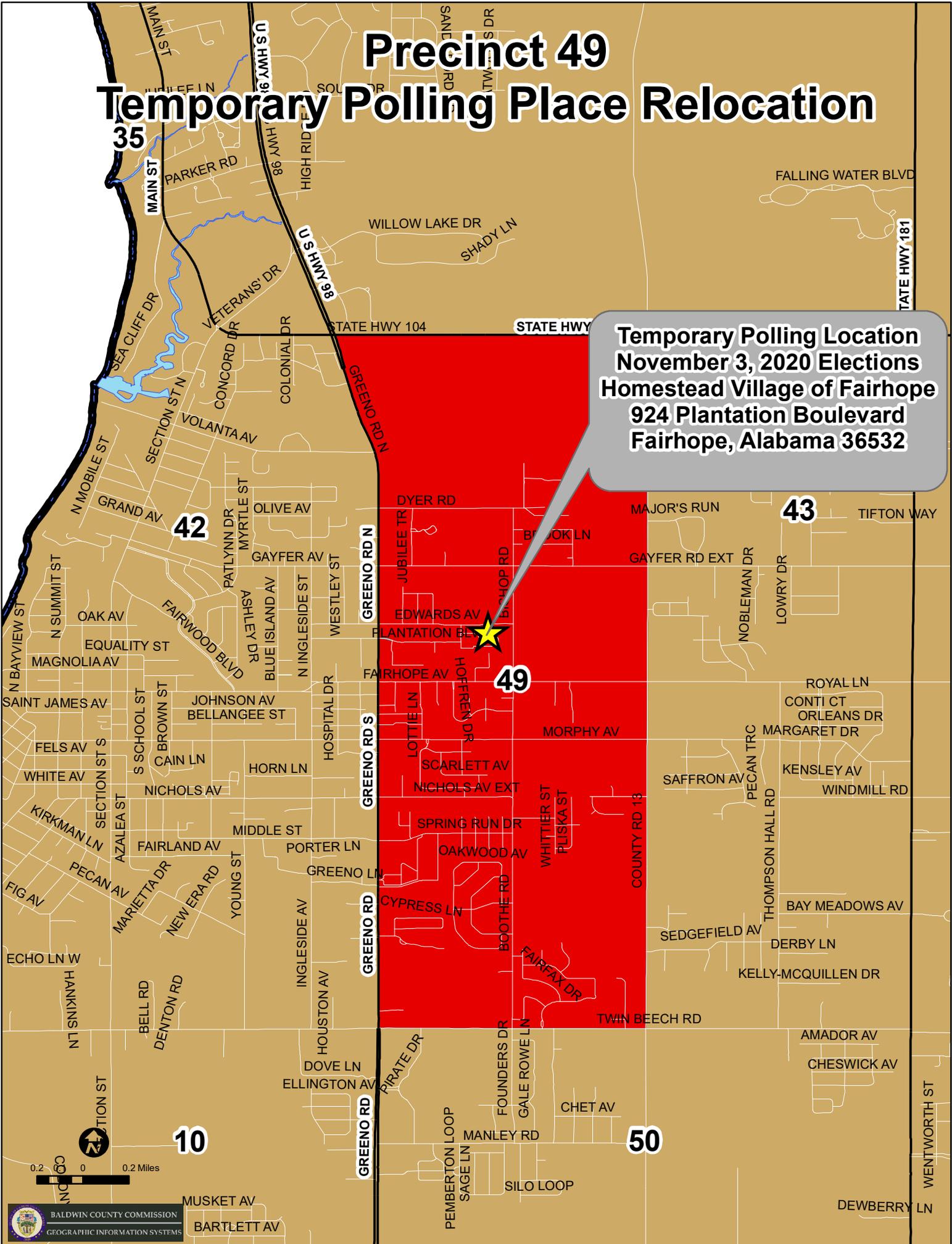
924 Plantation Boulevard
Fairhope, Alabama 36532
kneal@hvfairhope.com <<mailto:kneal@hvfairhope.com>>
Contact # 251-929-0250

- Public Notice to media, county facilities, county website
- Update Voting Locations Physical Address List on county website - Temporary Notice only
- Update Voting webpage - Notice for Temporary Change
- Upload Temporary Voting Precinct Map for Precinct 49 on Probate website (K. McIlwain, CIS)
- Follow up with phone call to Pastor Lewis Johnson (Anu Gary)
- Instructions/coordinate facility opening with temp location (7AM - 7PM) during election day (Violetta Smith).

Additional instructions/notes: N/A

Precinct 49 Temporary Polling Place Relocation

**Temporary Polling Location
November 3, 2020 Elections
Homestead Village of Fairhope
924 Plantation Boulevard
Fairhope, Alabama 36532**





BALDWIN COUNTY COMMISSION

NOTICE

CHANGES TO BALDWIN COUNTY VOTING PRECINCTS

In accordance with applicable Alabama Law, please be informed that the Baldwin County Commission, during its September 30, 2020, emergency special meeting, approved a temporary relocation of the voting place for Voting Precinct 49, as follows:

TEMPORARY RELOCATION OF VOTING PLACE

The voting place for Voting Precinct No. 49 (Fairhope East) has been temporarily relocated from the Fairhope Avenue Baptist Church to the Homestead Village of Fairhope (Ballroom), located at 924 Plantation Boulevard, Fairhope, Alabama.

This is a temporary relocation for the November 3, 2020, General Election only.

New voting cards will be mailed to the affected registered voters of the voting precinct listed above.

Should you have any questions, please contact Baldwin County Administrator, Wayne Dyess, at (251) 580-2550 or wayne.dyess@baldwincountyal.gov

OFFICE OF THE ATTORNEY GENERAL



99-00273

BILL PRYOR
ATTORNEY GENERAL
STATE OF ALABAMA

September 1, 1999

ALABAMA STATE HOUSE
11 SOUTH UNION STREET
MONTGOMERY, ALABAMA 36130
AREA (334) 242-7300

Honorable W. N. Watson
Attorney, DeKalb County Commission
Watson, Gillis & Carver, P.C.
305 Grand Avenue, South
Fort Payne, Alabama 35967

Elections – Polling Places – County
Commissions - Emergencies

A county commission may change a polling place within three months of an election if an emergency exists that necessitates changing the polling place. The change must be submitted to the United States Justice Department for preclearance.

Dear Mr. Watson:

This opinion of the Attorney General is issued in response to your request on behalf of the DeKalb County Commission.

QUESTION

May the DeKalb County Commission change a polling place within 90 days of an election where a local church has notified the county commission that it withdraws the church property for use as a polling place?

FACTS AND ANALYSIS

Polling places are designated by the county commission pursuant to section 17-5A-5 of the Code of Alabama, and may not be changed within three months of an election. Subsection (d) of section 17-5A-5 states in pertinent part:

Except as may be provided further by local election laws or by the electronic vote counting statutes, whenever places of voting are once designated and established as required by this chapter, the voting places for precincts shall not be changed within three months before an election is to be held.

ALA. CODE § 17-5A-5(d) (1995).

Your request states that, just a few days ago, a local church withdrew its permission for portions of the church property to be used as a polling place for the upcoming election on October 12, 1999. The county commission met and declared the unavailability of the church property an emergency and moved the polling place to a new location that has previously been used as a polling location.

This Office has previously held that a polling place that must be held in the courthouse may be moved from the courthouse if an emergency exists that necessitates making the change. Opinion to Honorable Edwin L. Davis, Attorney, Macon County Commission, dated September 7, 1984, A. G. No. 84-00446. In that opinion the polling place was found to be unsafe due to defective electrical wiring. Although the facts are different in your situation, it is clearly reasonable for the county commission to declare that an emergency exists when it is notified within three months of an election that a polling place site will not be available for use as a polling place for that election, and a new location must be selected. As much notice as is possible should be given to the voters who will be affected by this change.

While there may be legal remedies the county commission could pursue, this is an issue of first impression, and a resolution of the issues might not be reached prior to the election. Moreover, if such legal action fails, sufficient time to provide notice to the public of the new polling place might not be available.

This polling place change must be submitted to the United States Justice Department for preclearance.

CONCLUSION

A county commission may change a polling place within three months of an election if an emergency exists that necessitates changing the polling place. The change must be submitted to the United States Justice Department for preclearance.

I hope this opinion answers your question. If this Office can be of further assistance, please contact Brenda F. Smith of my staff.

Sincerely,

BILL PRYOR
Attorney General

By:

A handwritten signature in black ink that reads "Carol Jean Smith". The signature is written in a cursive, flowing style.

CAROL JEAN SMITH
Chief, Opinions Division



Baldwin County Commission

Agenda Action Form

File #: 20-1666, **Version:** 1

Item #: 2

Meeting Type: BCC Special Emergency Meeting

Meeting Date: 9/30/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-53 - Emergency Repairs for Roadway Lighting, Traffic Signal and Traffic Detection Equipment for the Baldwin County Commission

STAFF RECOMMENDATION

Related to, and consistent with, the Declaration of the State and Local Emergency declared on September 14, 2020, due to the excessive damage from Hurricane Sally presenting an emergency affecting public safety concerns for the traveling public and residents, award Competitive Bid #WG2-53 - Emergency Repairs for Roadway Lighting, Traffic Signal & Traffic Detection Equipment to **Bagby & Russell Electric Co., Inc.**, as per the attached Bid Tabulation and authorize the Chairman to execute the Contract. (Completion time is 60 days from the date the Notice to Proceed is issued).

BACKGROUND INFORMATION

Previous Commission action/date:

9/22/2020 meeting: As authorized by Section 41-16-53 of the Code of Alabama 1975 and without limitation, declare an emergency to mitigate damage which creates public safety concerns for the traveling public and residents in the area, said declaration of emergency authorizing the Baldwin County Commission to let contracts to the extent necessary to meet the emergency without public advertisement for - "Emergency Repairs for Roadway Lighting, Traffic Signal and Traffic Detection Equipment" and for the "Purchase & Installation of a Temporary Truck Scale for MacBride Landfill."

Background: Bids were opened in the Purchasing Conference Room on September 25, 2020, at 11:00 A.M. One (1) bid was received. The bid was received from Bagby & Russell Electric Co., Inc., as per the attached Bid Tabulation. The Baldwin County Engineer, Joey Nunnally, has reviewed the bid response and has submitted a letter recommending that the bid be awarded Bagby & Russell Electric Co., Inc., and authorize the Chairman to execute the Contract. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Undetermined

Budget line item(s) to be used: 111.51025

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

Emergency Disaster Cost Center from Hurricane Sally

LEGAL IMPACT

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

Standard County 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: 9/30/2020

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



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

*JOEY NUNNALLY, P.E.
COUNTY ENGINEER*

September 25, 2020

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507

RE: BID# WG20-53
Emergency Repairs for Roadway Lighting, Traffic Signal
& Traffic Detection Equipment for the Baldwin County Commission

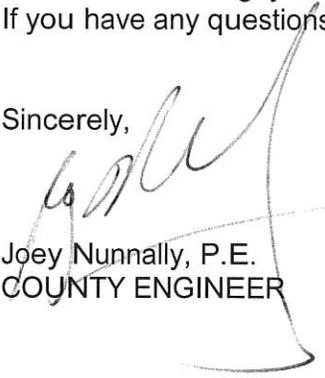
Dear Commissioners:

My office has thoroughly reviewed the bids taken on September 25, 2020 for the above referenced project. One (1) bid was received from contractors. Bagby & Russell Electric Co., Inc. was the only bidder. The bid package has been reviewed for the inclusion of the appropriate bid bond.

Based on this information, it is my recommendation that the Baldwin County Commission award this contract to Bagby & Russell Electric Co., Inc.

If you have any questions or comments, please give me a call at 251-937-0371.

Sincerely,


Joey Nunnally, P.E.
COUNTY ENGINEER

JN/js

COMPETITIVE BID #WG20-53 – Bid Tabulation
Emergency Repairs for Roadway Lighting, Traffic Signal & Traffic Detection
Equipment

Bidder: Bagby & Russell Electric Co., Inc.

Roadway Lighting/ Electrical Parts

Item#	Item Description (Item Supplied by County)	Unit Cost
1.	Ballast Kit / Driver	<u>\$125.00</u> each
2.	HPS Lamp	<u>\$125.00</u> each
3.	HPS Fixture (arm mounted luminaire)	<u>\$125.00</u> each
4.	LED Fixture (arm mounted luminaire)	<u>\$125.00</u> each
5.	Mounting Luminaire Arm to Metal Pole	<u>\$650.00</u> each
6.	Mounting Luminaire Arm to Wood Pole	<u>\$650.00</u> each
7.	Pole Base Fuse	<u>\$20.00</u> each
8.	Surge Arrester or Fuse Holder	<u>\$20.00</u> each
9.	Replacement Tray Cable	<u>\$125.00</u> each
10.	Circuit Breakers	<u>\$60.00</u> each
11.	Contactors	<u>\$70.00</u> each
12.	Photo Cell	<u>\$125.00</u> each
13.	Lighting Control Center Interior	<u>\$500.00</u> each
14.	Control Transformer	<u>\$125.00</u> each
15.	Type 1 Junction Box (13" x 24")	<u>\$300.00</u> each
16.	Type 1 Junction Box (24"x24")	<u>\$1,000.00</u> each
17.	Type 2 Junction Box	<u>\$250.00</u> each
18.	Electrical Service	<u>\$800.00</u> each

Poles

Item#	Item Description	Unit Cost
19.	Install Pole 20 ft or less on Foundation (Item Supplied by County)	<u>\$500.00</u> each
20.	Install Pole between >20 ft to 50 ft on Foundation (Item Supplied by County)	<u>\$1,000.00</u> each
21.	Install Mast Arm to Pole (Item Supplied by County)	<u>\$800.00</u> each
22.	Remove Pole (Item Returned to County)	<u>\$1,000.00</u> each
23.	Remove Mast Arm from Pole (Item Returned to County)	<u>\$800.00</u> each
24.	Install Wood Pole (buried) (Item Supplied by County Typically, 35 ft class 3)	<u>\$1,000.00</u> each
25.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	<u>\$3,500.00</u> each
26.	Install Concrete Pole (buried) >50ft to 120ft (Item Supplied by County)	<u>\$7,000.00</u> each

Traffic Signal Components

Item#	Item Description (Item Supplied by County)	Unit Cost
27.	Set and Wire Pole Mounted Cabinet	<u>\$1,000.00</u> each
28.	Set and Wire Ground Mounted Cabinet	<u>\$1,000.00</u> each
29.	Set and Wire Traffic Signal Head (3-section)	<u>\$300.00</u> each
30.	Set and Wire Traffic Signal Head (4-section)	<u>\$300.00</u> each
31.	Set and Wire Traffic Signal Head (5-section)	<u>\$300.00</u> each
32.	Set and Wire School Flasher (ground mount)	<u>\$400.00</u> each
33.	Set and Wire School Flasher (aerial)	<u>\$600.00</u> each
34.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	<u>\$300.00</u> each
35.	Set and Wire Flashing Beacon (ground mount)	<u>\$400.00</u> each
36.	Set and Wire Flashing Beacon (aerial)	<u>\$600.00</u> each
37.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) - messenger, and/or signal, and/or detector)	<u>\$4.50</u> per foot
38.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	<u>\$4.50</u> per foot
39.	Install (pull) runs of wire in conduit (County will supply wire)	<u>\$4.50</u> per foot

Traffic Detection Components

Item#	Item Description	Unit Cost
40.	Traffic Signal Loop (std. 6'x 50') (Linear foot, saw cut) (Contractor to supply all materials)	<u>\$8.00</u> per foot
41.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	<u>\$10.00</u> per foot

42.	Loop Lead-In (linear foot, saw cut) (Contractor to supply all materials)	<u>\$8.00</u> per foot
43.	Loop Home Run (Linear foot, buried cable) (Contractor to supply all materials)	<u>\$8.00</u> per foot
44.	Set and Wire Video Detector (County to supply video detector parts)	<u>\$350.00</u> each
45.	Set and Wire Radar Detector (Supplied by County)	<u>\$350.00</u> each

Conduit

Item#	Item Description (Supplied by County)	Unit Cost
46.	Conduit Above Ground 2" or less	<u>\$15.00</u> per foot
47.	Conduit Under Ground 2" or less	<u>\$7.00</u> per foot
48.	Directional Bore 2" (Contractor to include HDPE casing)	<u>\$17.00</u> per foot
49.	Directional Bore 4" (Contractor to include HDPE casing)	<u>\$37.00</u> per foot
50.	Directional Bore 6" (Contractor to include HDPE casing)	<u>\$55.00</u> per foot
51.	Open Cut, Concrete Encasement 4" Pipe (Contractor to include HDPE casing)	<u>\$40.00</u> per foot
52.	Open Cut, Concrete Encasement 6" Pipe (Contractor to include HDPE casing)	<u>\$60.00</u> per foot

Concrete Work

The following items will be for maintenance service, repair, and/or installation only. Baldwin County will supply only limited materials / parts as shown in the item description. Contractor shall supply (as required), all concrete, forms, reinforcement steel, stub-out conduit, and ground rod as per ALDOT Special Drawings.

The unit cost per item shall include all labor, equipment, minor materials required to install the item, and all required traffic control devices (as per the M.U.T.C.D.) for work zones inside the rights-of-way. These items shall be based on cubic yard of

concrete used per item as the unit cost.

Removal work shall include all labor, equipment, dirt to fill and to be compacted to existing ground level, and all required traffic control devices (as per the M.U.T.C.D.) for work zones inside the rights-of-way. These items shall be based on cubic yard of concrete removed per item as the unit cost.

Miscellaneous concrete removal work shall include all labor, equipment to remove existing concrete at an intersection for the purpose of installing various other items of work. This item shall be based on cubic yard of concrete removed.

Miscellaneous concrete installed shall include all labor, equipment and forms, as needed. This item shall be based on cubic yards of concrete used.

Item#	Item Description	Unit Cost
53.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>\$1,600.00</u> cu. yd.
54.	Traffic Controller Pad Foundation Installed (County to supply the template only.)	<u>\$1,000.00</u> cu. yd.
55.	Roadway Lighting Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>\$1,600.00</u> cu. yd.
56.	Traffic/ Roadway Pole Concrete Removal (Removal to be 2 feet below existing ground)	<u>\$1,500.00</u> cu. yd.
57.	Miscellaneous Concrete Installed 3 cubic yards or less (County to direct location. This is for various intersection work)	<u>\$2,500.00</u> cu. yd.
58.	Traffic Controller Pad Concrete Removal (Removal of complete pad)	<u>\$500.00</u> cu. yd.
59.	Miscellaneous Concrete Removal (County to direct location. This is for various intersection work)	<u>\$1,000.00</u> cu. yd.
60.	6" Core Drilling Concrete / Asphalt	<u>\$35.00</u> per inch
61.	8" Core Drilling Concrete/ Asphalt	<u>\$60.00</u> per inch

Traffic Control Device Removal

Item to be delivered to Baldwin County Traffic Operations Shop

Item#	Item Description	Unit Cost
62.	Pole Mounted Cabinet	<u>\$500.00</u> each
63.	Ground Mounted Cabinet	<u>\$500.00</u> each
64.	Traffic Signal Head (3-section)	<u>\$125.00</u> each
65.	Traffic Signal Head (4-section)	<u>\$125.00</u> each
66.	Traffic Signal Head (5-section)	<u>\$125.00</u> each
67.	School Flasher (ground mount)	<u>\$175.00</u> each
68.	School Flasher (aerial)	<u>\$300.00</u> each
69.	Pedestrian Signal Head	<u>\$100.00</u> each
70.	Luminaire Arm	<u>\$600.00</u> each
71.	Flashing Beacon (ground mount)	<u>\$175.00</u> each
72.	Flashing Beacon (aerial)	<u>\$300.00</u> each
73.	Remove Span Wire Assembly (aerial pole to pole)	<u>\$250.00</u> each

Additional Services

Item#	Item Description	Unit Cost
74.	Install Miscellaneous Cabinet Components (County to supply components, i.e. relays, detectors, flashers, video/ wireless panels, etc.)	<u>\$200.00</u> each
75.	Install Miscellaneous Aerial Components (County to supply components, i.e. bulbs, visors, signs, brackets, etc.)	<u>\$150.00</u> each
76.	Service Call (2-hour Response Time) for normal business hours Monday to Friday 6am to 6pm (Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)	<u>\$200.00</u> per hour

77. Service Call (2-hour Response Time) for Monday \$300.00 per hour to Friday 6pm to 6am, non-planned weekend event or holiday (Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)
78. 55' Bucket Truck Service \$200.00 per hour (Includes Operator)
79. Auger Truck Service \$250.00 per hour (Includes Operator)

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission during its September 22, 2020, regular meeting, and consistent with applicable Alabama law, related to, and consistent with, the Declaration of State and Local Emergency declared on September 14, 2020, declared an emergency let contract, without public advertisement, to the extent as authorized by Code Section 41-16-53 of the Code of Alabama 1975 and without limitation, to mitigate the excessive damage from Hurricane Sally presenting public safety concerns for the traveling public and residents in the area; and

Whereas, PROVIDER presented the most advantageous bid to the COUNTY, and therefore the 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: Bagby & Russell Electric Co., Inc.

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

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the necessary equipment,

resources and 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 whether or not said law or regulation is mentioned herein. 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: Bagby & Russell Electric Co., Inc.
 ATTN: Mat Mathews
 5500 Plantation Road
 Theodore, AL 36582

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 #WG20-53**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-53 named, the Emergency Repairs for Roadway Lighting, Traffic Signal and Traffic Detection Equipment for the Baldwin County Commission".

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per "**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 and commence immediately upon the same date as its full execution, and the Provider shall have no more than **sixty (60) calendar days** after the notification to proceed is given to complete the work. The Contract can be terminated upon a written notification thereof received by

either party within the required thirty (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

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

COUNTY

ATTEST:

_____/_____
BILLIE JO UNDERWOOD, 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, Billie Jo Underwood, 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 _____, 2020.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Bagby & Russell Electric Co., Inc.

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of Bagby & Russell Electric 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 foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Bagby & Russell Electric Co., Inc.

GIVEN under my hand and seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

ITEMS TO BID

The following items will be for maintenance service, repair, and/or installation only. Baldwin County will supply the materials / parts as shown in the item description except as described above.

The unit cost per item shall include all labor, equipment, delivery of item(s) to the project, minor materials required to install the item, and all required traffic control devices (as per the M.U.C.T.D.) for work zones inside the rights-of-way.

Should an item below no longer be produced by a supplier, an approved equal can be approved by Baldwin County to be paid for at the same unit price of said item. The Contractor shall notify the County immediately should this occur as well as provide the necessary information required to assist the County in making this determination.

Roadway Lighting/ Electrical Parts

Item#	Item Description (Item Supplied by County)	Unit Cost
1.	Ballast Kit / Driver	<u>125.⁰⁰</u> each
2.	HPS Lamp	<u>125.⁰⁰</u> each
3.	HPS Fixture (arm mounted luminaire)	<u>125.⁰⁰</u> each
4.	LED Fixture (arm mounted luminaire)	<u>125.⁰⁰</u> each
5.	Mounting Luminaire Arm to Metal Pole	<u>650.⁰⁰</u> each
6.	Mounting Luminaire Arm to Wood Pole	<u>650.⁰⁰</u> each
7.	Pole Base Fuse	<u>20.⁰⁰</u> each
8.	Surge Arrester or Fuse Holder	<u>20.⁰⁰</u> each
9.	Replacement Tray Cable	<u>125.⁰⁰</u> each
10.	Circuit Breakers	<u>60.⁰⁰</u> each
11.	Contactor	<u>70.⁰⁰</u> each
12.	Photo Cell	<u>125.⁰⁰</u> each
13.	Lighting Control Center Interior	<u>500.⁰⁰</u> each

14.	Control Transformer	<u>125.⁰⁰</u> each
15.	Type 1 Junction Box (13" x 24")	<u>300.⁰⁰</u> each
16.	Type 1 Junction Box (24" x 24")	<u>1,000.⁰⁰</u> each
17.	Type 2 Junction Box	<u>250.⁰⁰</u> each
18.	Electrical Service	<u>800.⁰⁰</u> each

Poles

Item#	Item Description	Unit Cost
19.	Install Pole 20 ft or less on Foundation (Item Supplied by County)	<u>500.⁰⁰</u> each
20.	Install Pole between >20 ft to 50 ft on Foundation (Item Supplied by County)	<u>1,000.⁰⁰</u> each
21.	Install Mast Arm to Pole (Item Supplied by County)	<u>800.⁰⁰</u> each
22.	Remove Pole (Item Returned to County)	<u>1,000.⁰⁰</u> each
23.	Remove Mast Arm from Pole (Item Returned to County)	<u>800.⁰⁰</u> each
24.	Install Wood Pole (buried) (Item Supplied by County Typically, 35 ft class 3)	<u>1,000.⁰⁰</u> each
25.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	<u>3,500.⁰⁰</u> each
26.	Install Concrete Pole (buried) >50ft to 120ft (Item Supplied by County)	<u>7,000.⁰⁰</u> each

Traffic Signal Components

Item#	Item Description (Item Supplied by County)	Unit Cost
27.	Set and Wire Pole Mounted Cabinet	<u>1,000.⁰⁰</u> each
28.	Set and Wire Ground Mounted Cabinet	<u>1,000.⁰⁰</u> each
29.	Set and Wire Traffic Signal Head (3-section)	<u>300.⁰⁰</u> each
30.	Set and Wire Traffic Signal Head (4-section)	<u>300.⁰⁰</u> each
31.	Set and Wire Traffic Signal Head (5-section)	<u>300.⁰⁰</u> each
32.	Set and Wire School Flasher (ground mount)	<u>400.⁰⁰</u> each
33.	Set and Wire School Flasher (aerial)	<u>600.⁰⁰</u> each
34.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	<u>300.⁰⁰</u> each
35.	Set and Wire Flashing Beacon (ground mount)	<u>400.⁰⁰</u> each
36.	Set and Wire Flashing Beacon (aerial)	<u>600.⁰⁰</u> each
37.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) - messenger, and/or signal, and/or detector)	<u>4.50</u> per foot
38.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	<u>4.50</u> per foot
39.	Install (pull) runs of wire in conduit (County will supply wire)	<u>4.50</u> per foot

Traffic Detection Components

Item#	Item Description	Unit Cost
40.	Traffic Signal Loop (std. 6'x 50') (Linear foot, saw cut) (Contractor to supply all materials)	<u>8.⁰⁰</u> per foot
41.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	<u>10.⁰⁰</u> per foot

42.	Loop Lead-In (linear foot, saw cut) (Contractor to supply all materials)	<u>8.00</u> per foot
43.	Loop Home Run (Linear foot, buried cable) (Contractor to supply all materials)	<u>8.00</u> per foot
44.	Set and Wire Video Detector (County to supply video detector parts)	<u>350.00</u> each
45.	Set and Wire Radar Detector (Supplied by County)	<u>350.00</u> each

Conduit

Item#	Item Description (Supplied by County)	Unit Cost
46.	Conduit Above Ground 2" or less	<u>15.00</u> per foot
47.	Conduit Under Ground 2" or less	<u>7.00</u> per foot
48.	Directional Bore 2" (Contractor to include HDPE casing)	<u>17.00</u> per foot
49.	Directional Bore 4" (Contractor to include HDPE casing)	<u>37.00</u> per foot
50.	Directional Bore 6" (Contractor to include HDPE casing)	<u>55.00</u> per foot
51.	Open Cut, Concrete Encasement 4" Pipe (Contractor to include HDPE casing)	<u>40.00</u> per foot
52.	Open Cut, Concrete Encasement 6" Pipe (Contractor to include HDPE casing)	<u>60.00</u> per foot

Concrete Work

The following items will be for maintenance service, repair, and/or installation only. Baldwin County will supply only limited materials / parts as shown in the item description. Contractor shall supply (as required), all concrete, forms, reinforcement steel, stub-out conduit, and ground rod as per ALDOT Special Drawings.

The unit cost per item shall include all labor, equipment, minor materials required to install the item, and all required traffic control devices (as per the M.U.T.C.D.) for work zones inside the rights-of-way. These items shall be based on cubic yard of

concrete used per item as the unit cost.

Removal work shall include all labor, equipment, dirt to fill and to be compacted to existing ground level, and all required traffic control devices (as per the M.U.T.C.D.) for work zones inside the rights-of-way. These items shall be based on cubic yard of concrete removed per item as the unit cost.

Miscellaneous concrete removal work shall include all labor, equipment to remove existing concrete at an intersection for the purpose of installing various other items of work. This item shall be based on cubic yard of concrete removed.

Miscellaneous concrete installed shall include all labor, equipment and forms, as needed. This item shall be based on cubic yards of concrete used.

Item#	Item Description	Unit Cost
53.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>1,600.⁰⁰</u> cu. yd.
54.	Traffic Controller Pad Foundation Installed (County to supply the template only.)	<u>1,000.⁰⁰</u> cu. yd.
55.	Roadway Lighting Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>1,600.⁰⁰</u> cu. yd.
56.	Traffic/ Roadway Pole Concrete Removal (Removal to be 2 feet below existing ground)	<u>1,500.⁰⁰</u> cu. yd.
57.	Miscellaneous Concrete Installed 3 cubic yards or less (County to direct location. This is for various intersection work)	<u>2,500.⁰⁰</u> cu. yd.
58.	Traffic Controller Pad Concrete Removal (Removal of complete pad)	<u>500.⁰⁰</u> cu. yd.
59.	Miscellaneous Concrete Removal (County to direct location. This is for various intersection work)	<u>1,000.⁰⁰</u> cu. yd.
60.	6" Core Drilling Concrete / Asphalt	<u>35.⁰⁰</u> per inch
61.	8" Core Drilling Concrete / Asphalt	<u>60.⁰⁰</u> per inch

Traffic Control Device Removal

Item to be delivered to Baldwin County Traffic Operations Shop

Item#	Item Description	Unit Cost
62.	Pole Mounted Cabinet	<u>500.⁰⁰</u> each
63.	Ground Mounted Cabinet	<u>500.⁰⁰</u> each
64.	Traffic Signal Head (3-section)	<u>125.⁰⁰</u> each
65.	Traffic Signal Head (4-section)	<u>125.⁰⁰</u> each
66.	Traffic Signal Head (5-section)	<u>125.⁰⁰</u> each
67.	School Flasher (ground mount)	<u>175.⁰⁰</u> each
68.	School Flasher (aerial)	<u>300.⁰⁰</u> each
69.	Pedestrian Signal Head	<u>100.⁰⁰</u> each
70.	Luminaire Arm	<u>600.⁰⁰</u> each
71.	Flashing Beacon (ground mount)	<u>175.⁰⁰</u> each
72.	Flashing Beacon (aerial)	<u>300.⁰⁰</u> each
73.	Remove Span Wire Assembly (aerial pole to pole)	<u>250.⁰⁰</u> each

Additional Services

Item#	Item Description	Unit Cost
74.	Install Miscellaneous Cabinet Components (County to supply components, i.e. relays, detectors, flashers, video/ wireless panels, etc.)	<u>200.⁰⁰</u> each
75.	Install Miscellaneous Aerial Components (County to supply components, i.e. bulbs, visors, signs, brackets, etc.)	<u>150.⁰⁰</u> each
76.	Service Call (2-hour Response Time) for normal business hours Monday to Friday 6am to 6pm (Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)	<u>200.⁰⁰</u> per hour
77.	Service Call (2-hour Response Time) for Monday to Friday 6pm to 6am, non-planned weekend event or holiday	<u>300.⁰⁰</u> per hour

(Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)

78. 55' Bucket Truck Service 200.⁰⁰ per hour
(Includes Operator)
79. Auger Truck Service 250.⁰⁰ per hour
(Includes Operator)



Baldwin County Commission

Agenda Action Form

File #: 20-1667, **Version:** 1

Item #: 3

Meeting Type: BCC Special Emergency Meeting

Meeting Date: 9/30/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Terri Graham, Solid Waste Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG20-54 - Emergency Purchase and Installation of One (1) New Portable Truck Scale for the MacBride Landfill for the Baldwin County Commission

STAFF RECOMMENDATION

Related to, and consistent with, the Declaration of the State and Local Emergency declared on September 14, 2020, due to the excessive damage from Hurricane Sally presenting an emergency affecting public safety concerns for the traveling public and residents, award Competitive Bid #WG20-54 - Emergency Purchase and Installation of one (1) new Portable Truck Scale for the MacBride Landfill to the lowest bidder, **G. T. Michelli Co., Inc., in the bid amount of \$54,425.10** and authorize the Chairman to execute the Contract. (Completion time is 14 days from the date the Notice to Proceed is issued).

BACKGROUND INFORMATION

Previous Commission action/date:

9/22/2020 meeting: As authorized by Section 41-16-53 of the Code of Alabama 1975 and without limitation, declare an emergency to mitigate damage which creates public safety concerns for the traveling public and residents in the area, said declaration of emergency authorizing the Baldwin County Commission to let contracts to the extent necessary to meet the emergency without public advertisement for - "Emergency Repairs for Roadway Lighting, Traffic Signal and Traffic Detection Equipment" and for the "Purchase & Installation of a Temporary Truck Scale for MacBride Landfill."

Background: Bids were opened in the Purchasing Conference Room on September 29, 2020, at 11:30 A.M. Four (4) bids were received. The lowest bid was received from G. T. Michelli Co., Inc., in the bid amount of \$54,425.10. Recommend the Commission award the bid to the lowest bidder and authorize the Chairman to execute the Contract. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: \$54,425.10

Budget line item(s) to be used: 51031.5480

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

Emergency Disaster Cost Center from Hurricane Sally

LEGAL IMPACT

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

Standard County 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: 9/30/2020

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 #WG20-54 - BID TABULATION

Emergency Purchase & Installation of One (1) New Portable Truck Scale at MacBr

BIDDER: G. T. Michelli Co, Inc.	
Make /Model:	BTEK/HY-7011 Port
Amount Bid:	\$54,425.10
Completion Time:	14 days
Bid Bond:	Yes
Exceptions:	No

BIDDER: G. T. Michelli Co, Inc.	
Make /Model:	AMTX/BMX-SD7011
Amount Bid:	\$61,592.37
Completion Time:	14 days
Bid Bond:	Yes
Exceptions:	No

BIDDER: Memphis Scale Works, Inc. dba Alabama Scale Systems	
Make /Model:	Rice Lake Model EZ7011-ST-100-ATV
Amount Bid:	\$56,726.85
Completion Time:	2 weeks ARO
Bid Bond:	Yes
Exceptions:	Yes

BIDDER: Weigh Tec, Inc.	
Make /Model:	Rice Lake Model EZ7011-ST-100-ATV
Amount Bid:	\$56,650.00
Completion Time:	14 days
Bid Bond:	Yes
Exceptions:	Yes

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission during its September 22, 2020, regular meeting, and consistent with applicable Alabama law, related to, and consistent with, the Declaration of State and Local Emergency declared on September 14, 2020, declared an emergency let contract, without public advertisement, to the extent as authorized by Code Section 41-16-53 of the Code of Alabama 1975 and without limitation, to mitigate the excessive damage from Hurricane Sally presenting public safety concerns for the traveling public and residents in the area; and

Whereas, PROVIDER presented the lowest bid to the COUNTY, and before the 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: G. T. Michelli Co., Inc.

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

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein. 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 OUNTY 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: G. T. Michelli Co., Inc.
ATTN: Luther Peebles
4134 Government Blvd., Suite O
Mobile, AL 36693

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 #WG20-54”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG20-54 named, Emergency Purchase and Installation of One (1) New Portable Truck Scale for the MacBride Landfill for the Baldwin County Commission”.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid **\$54,425.10**. 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 after the notice to proceed, and shall terminate upon either the expiration fourteen (14) days, or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

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

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

COUNTY

ATTEST:

_____/_____
BILLIE JO UNDERWOOD, Chairman /Date

_____/_____
WAYNE DYESS /Date
County Administrator

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, 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 _____, 2020.

Notary Public
My Commission Expires

PROVIDER:

G. T. Michelli Co., Inc.

By _____/Date
Its _____

State of Alabama)

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 foregoing, he 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 _____, 2020.

Notary Public
My Commission Expires