

BID #WG22-48 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 manufacturers, 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No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.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, 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 \$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

1.

- 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 piping 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 any body or bodies having jurisdiction, including utilities.
- B. The Contractor shall comply with all county, district, municipal, or local building codes, interpretations, buildings permits 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 Engineers 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 permits 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.
- C. 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

BID #WG22-48 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 #WG22-48**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG22-48 – 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 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 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:

JAMES E. BALL /Date
Chairman

RONALD J. CINK /Date
Budget Director

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, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for 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 _____, 2022.

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 _____, 2022.

Notary Public
My Commission Expires