

## **BID #WG19-06 SPECIFICATIONS**

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

## **PREPARATION OF BIDS**

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

## **BIDS FOR ALL OR PART**

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

## **AWARD**

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

## **BIDDERS QUALIFICATIONS**

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

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

## **LAWS AND REGULATIONS**

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

## **POWER OF ATTORNEY**

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

## **PERFORMANCE BOND**

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

#### **TRAFFIC CONTROL, SAFETY ITEMS**

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

#### **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

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

#### **COMPENSATION INSURANCE**

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

#### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

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

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

#### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on

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

#### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

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

#### **HOLD HARMLESS PROVISION**

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

#### **SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

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

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

#### **SAFETY STANDARDS AND ACCIDENT PREVENTION**

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

#### **TIME OF COMPLETION**

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

Projects must be completed within **thirty (30) days** of notification to proceed. Unless work is hampered by long periods of inclement weather, or by due proof of material

unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date. Substantial Completion shall occur on the Date of Manufacturer's Punch List. Project shall be complete after receipt of Manufacturer's Warranty.

### **PROTECTION**

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

### **GUARANTEE**

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

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

### **CLEANUP**

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

### **FINAL PAYMENT**

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

### **COORDINATION WITH BALDWIN COUNTY CORRECTIONS CENTER**

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

### **DRAWINGS**

The drawings are attached.

**BID #WG19-06 RESPONSE FORM**

Labor & Incidental Materials for Roof Restoration at Baldwin County Highway Barn

Date:\_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep \_\_\_\_\_

(Rep. Name Typed or Printed)

Position:\_\_\_\_\_

Phone:\_\_\_\_\_

Fax:\_\_\_\_\_

Email: \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

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

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

PROJECT MANUAL

FOR

BALDWIN COUNTY COMMISSION

“BAY MINETTE HIGHWAY BARN METAL ROOF RESTORATION”

LABOR AND INCIDENTAL MATERIALS CONTRACT

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

## SECTION 07501 - METAL ROOF RESTORATION

### PART 1 – GENERAL

#### 1.0 DESCRIPTION

These specifications are presented as a guide for the application of the White Elastomeric Coating System for maintaining existing structural metal roof systems. It is imperative that the applicator observe accepted roofing practices.

#### 2.0 QUALITY ASSURANCE

- A. All products shall be produced or approved by Manufacturer issuing warranty.
- B. The system shall be installed by an approved applicator of the Manufacturer issuing warranty.
- C. All materials shall be installed as per accepted roofing practice and in strict accordance with Manufacturer's written specifications. Any deviation must be approved, in writing, by Manufacturer.
- D. Manufacturer shall provide site inspections of the Work in progress, a minimum of three (3) days per week, and issuing inspection reports to the Owner's Representative on a weekly basis. General comments of the progress of the Work shall be included. All deviations from specification shall be photographed and approved or denied, with explanations. Site visits shall be coordinated with Owner's Representative upon request".
- E. Contractor shall provide a 2-year watertightness warranty to the Manufacturer, covering labor and materials necessary to repair leakage. Manufacturer shall provide 10-year watertightness warranty to Owner, covering labor and materials necessary to repair leakage.

#### 3.0 STORAGE AND HANDLING

- A. All materials, except bulk deliveries, shall be delivered in the manufacturer's original containers. The containers shall be sealed and display the manufacturer's original label(s).
- B. All liquid materials shall be stored in a cool, dry, shaded area during hot weather or in a dry, heated area during cold weather. Roll goods and granules shall be stored in a clean, temperature controlled area. Any materials exposed to the elements shall be elevated above the ground and covered by a tarpaulin. Materials must not be exposed to excessive heat or direct flame.

- C. Materials shall be handled so as to minimize damage or contamination with moisture or foreign matter. Solvent based materials are combustible. Keep containers closed when the materials are not in use. Wear sunglasses to prevent eye damage and use suntan lotion to prevent sunburn when applying white reflective coating.

#### 4.0 JOB CONDITIONS

- A. Roofing materials shall not be applied during inclement weather and the installation shall not proceed in the event that precipitation is probable during application.
- B. Coatings shall be stored at room temperature until immediately prior to use when the ambient temperature is 40° F or below, including wind chill. Discontinue the application of coatings if the material can not be stored at temperatures which permit even distribution during application.
- C. When applying materials with spray equipment, take precautions to prevent overspray from damaging or defacing surrounding walls, building surfaces, vehicles or other property.
- D. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- E. The completed roof system must be protected from foot traffic until fully cured.

#### 5.0 MATERIALS

The basis for design for restoration system is Garland Company's CPR White Elastomeric Coating System for metal roof surfaces. All substitution requests must be submitted 10 days prior to Bid Date. CPR Coating System includes the following components:

1. CPR White Coating
 

Base:	Solvent
Elongation (ASTM D-412)	200%
Tensile Strength (ASTM D-412)	200 psi
Reflectance Rating:	"Energy Star"
2. CPR Base Coat
 

Base:	Solvent
Elongation (ASTM D-412)	200%
Tensile Strength (ASTM D-412)	200 psi
3. GRIP Polyester Soft
 

Woven polyester reinforcement	
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4. CPR Seam Sealer Trowel Grade
 

Base:	Solvent
Elongation (ASTM D-412)	400%
Tensile Strength (ASTM D-412)	600 psi
5. White Knight (for ponding areas)



Base:	Urethane
Elongation (ASTM D 5147)	360%
Tensile Strength (ASTM D 5147)	1500 psi
Tear Resistance (ASTM D 5147)	140 lbs/in.
“Energy Star” Approved	

## 6.0 INSPECTION

- A. A pre-job conference between the owner, applicator and manufacturer shall be conducted prior to the start of the roofing installation.
- B. The applicator shall inspect the roof prior to the roofing application to verify that there are no conditions which will inhibit the proper application of the Coating System. The applicator must verify the acceptability of the pre-engineered metal panel over which the materials are to be applied. The CPR White Elastomeric Coating System is a maintenance system for structural metal roof systems. Architectural Panel Systems--those in excess of 3/12 in slope with plywood or similar deck support-- should be examined on an individual case basis to determine their acceptability as a substrate for the CPR System.

## 7.0 CLEANING AND PREPARATION

- A. Any and all defects such as deteriorated roof decks, rust perforations, etc., must be repaired or replaced prior to the application of the coating system.
- B. The surface must be clean, dry and free of loose scale, unbonded membranes, rust, dirt, mold, mildew, dust and debris.
- C. Powerwashing to remove all loose rust or scale is recommended. Use a high-volume air broom or compressed air to remove residual dust. Observe all applicable OSHA regulations.
- D. Excessively rusted areas must be treated with a quick drying red oxide rust primer prior to the application of the coating system. The primer should be permitted to dry completely before coatings are applied.
- E. Replace all missing fasteners with a slightly larger fastener. All loose fasteners must be tightened. Apply CPR Trowel Grade Seam Sealer with a putty knife or trowel working into gaps in horizontal and vertical seams, cracks around fasteners, etc. CPR Trowel Grade Seam Sealer can be reinforced with polyester fabric around critical areas for improved strength and flexibility.
- F. Mask or cover all skylights during the roofing application. Repair or replace any flashing or edge details as described in the Coating System Specification.

## 8.0 CURB FLASHING REPAIR

- A. The roof surface and flashing area must be clean, dry and free of loose scale, rust, dirt, mold, mildew, dust and debris. All loose and poorly bonded coatings or other materials must be removed.
- B. Apply a uniform layer of CPR Seam Sealer trowel grade over all critical areas and uneven substrates.
- C. Coat the vertical surface of the curb a minimum 6 inches from the base, the insulation and deck a minimum of 6 inches beyond the insulation with CPR White Coating applied at a minimum rate of two gallons per 100 sq. ft. Embed polyester into the coating and top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
- D. Coat the balance of the curb flange with CPR White Coating applied at a rate of two gallons per 100 sq. ft. Start at the base of the vertical element, coat over the flange and onto the deck a minimum of 12 inches. While the coating is still wet, embed polyester into the coating and brush into place. Top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.

## 9.0 SKYLIGHTS

- A. Existing skylights, which are flush with the deck, must be flashed as outlined below or covered or replaced with metal panels. **DO NOT ATTEMPT TO COVER SKYLIGHTS WITH THE COATING SYSTEM ALONE.**
- B. Mask the sides of the skylight with masking tape approximately six inches from the perimeter.
- C. Apply CPR White Coating on the edge of the skylight panel (six inches onto both the deck and panel) at a rate of two gallons per 100 sq. ft. While the coating is still wet, embed polyester into the coating and brush in into place. Continue the operation around the entire perimeter of the skylight taking care not to cover the center of the skylight.
- D. Top dress the installed polyester with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
- E. Skylights can be sealed as required with CPR Skylite Sealer to preserve panel integrity and encapsulate loose fibers.

## 10.0 VENT FLASHING REPAIR

- A. Refasten loose vents or replace as necessary.

- B. Cut a 12-inch strip of polyester long enough to fit around the vent and make cartwheel cuts.
- C. Apply CPR White Coating around the perimeter of the vent and a minimum of 6 inches up the exterior of the vent at a rate of two gallons per 100 sq. ft. Embed the polyester fabric into the coating while it is still wet.
- D. Cut a 12" x 12" piece of polyester fabric and put a hole in the center of the piece large enough to accommodate the vent.
- E. Apply CPR White Coating over the flashing area and a minimum 12 inches out onto the deck at a rate of two gallons per 100 sq. ft. Embed the polyester fabric and brush into place.
- F. Top dress the flashing area with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
- G. Install a metal band around the vent at the top of the flashing using a stainless-steel clamp.

#### 11.0 DRAIN TROUGH REPAIR

- A. The trough must be structurally sound, clean, dry and free of loose scale, rust, mold, mildew and debris. All loose or poorly bonded coating or other material must be removed.
- B. Apply CPR White Coating at a rate of two gallons per 100 sq. ft. over all joints in the trough in ribbons eight to ten inches wide. While the coating is still wet, embed and position a six-inch strip of polyester fabric and brush into place.
- C. Apply CPR White Coating over the entire trough area at a rate of two gallons per 100 sq. ft. While the polyester is still wet, embed an appropriate width of polyester fabric into the coating and brush into place.
- D. Top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.

#### 12.0 WALL FLASHING REPAIR

- A. Roof surfaces and flashing areas must be structurally sound, clean, dry and free of loose scale, rust, dirt, mold, mildew, debris, etc. All loose or poorly bonded coatings or other materials must be removed.
- B. On flashings parallel with corrugations or standing seams, apply CPR White Coating at a rate of two gallons per 100 sq. ft. on the vertical flashing areas, on to the flange, and on to the deck a minimum of six

inches. Embed a strip of polyester into the coating and out on to the deck a minimum of three inches and brush into place.

- C. Top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
  - D. On flashings perpendicular to the corrugations or standing seams where the roof slopes away from the wall, apply CPR White Coating at a rate of two gallons per 100 sq. ft. on the vertical and horizontal flashing flanges. Embed a strip of polyester into the coating and brush the polyester into place.
  - E. Top dress with CPR White Coating applied at a rate of one to two gallons per 100 sq. ft.
13. FIELD APPLICATION: WHITE ELASTOMERIC COATING SYSTEM
- A. The installation must start at the ridge and proceed towards the gutter or lower edge. Apply CPR Base Coat at a rate of one and one-half (1-1/2) gallons per 100 sq. ft. over the entire roof surface. Allow the Base Coat to dry completely; typically 4-7 days or until coating can support foot traffic without tracking and bleed through.
  - B. Apply CPR White Coating over the entire roof surface at a minimum rate of one and one-half (1-1/2) gallons per 100 sq. ft.
  - C. Permit the roof system to cure for ten to thirty days or until such time as the surface will support traffic without deformation or tracking.
14. OWNER PURCHASED MATERIALS
- A. Owner shall provide materials and quantities listed below for contractor's use in completing these specifications. Contractor shall be responsible for receiving all quantities at jobsite, hoisting to rooftop, and subsequent storage.
  - B. Contractor shall be responsible for purchase of any additional materials and quantities required to complete Specification and issue of manufacturer's warranty. Under no circumstances shall owner be responsible for ordering additional materials beyond those originally provided.
  - C. All unused Owner-purchased materials shall remain the possession of Owner.
  - D. All materials shall be kept covered from weather and set atop pallet at all times.

- E. Material to be Owner-Purchased;
1. “CPR Base Coat”, 5-gal pail, (30) pails.
  2. “CPR White” (top coat), 5-gal pail, (30) pails.

END OF SECTION 7501

State of Alabama)

County of Baldwin)

## **CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES**

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

### **WITNESSETH:**

**Whereas,**

**Whereas,**

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

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

professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

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

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

PROVIDER:

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



- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-06**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG19-06 – Labor and Incidental Materials for Roof Restoration at the Baldwin County Highway Barn Located in Bay Minette, Alabama”.**

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

- XVII. General Responsibilities of the COUNTY.

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

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of

PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **thirty (30) 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.

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

COUNTY

ATTEST:

\_\_\_\_\_  
FRANK BURT, JR. / Date  
Chairman

\_\_\_\_\_  
RONALD J. CINK / Date  
County Administrator/Budget Director

**NOTARY & SIGNATURE PAGE TO FOLLOW**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County, in said State, hereby certify that, Frank Burt, Jr., whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator/Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My Commission Expires