

Scope Of Work

This project will consist of one or all of the following activities:

- 1) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer. Objectionable objects are defined as any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.;
- 2) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. Deleterious material is defined as material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation.
- 3) Disposal of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.
- 4) Disposal of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.
- 5) Repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.
- 6) Installation of an inspection tower meeting all OSHA regulations shall be erected by the contractor and paid for under appropriate line item, if required by the County. The platform shall be large enough for 3 inspectors and tall enough to adequately see inside the bed of trucks.

The CONTRACTOR(S) is required to remove all excess sand on all Baldwin County Rights-of-Ways and County owned public Lands, INCLUDING SAND THAT IS MIXED WITH C&D (CONSTRUCTION AND DEMOLITION) AND VEGETATIVE DEBRIS.

If the existing rights-of-ways or county owned public land in the Ft. Morgan are not adequate to perform the sifting operation, it is the responsibility of the CONTRACTOR(S) to acquire temporary right-of-entry permission to use other private property for this operation.

In addition, all Baldwin County rights-of-ways, and County owned public land, must be restored to a relatively uniform "condition" and to allow safe vehicular travel as determined by the Baldwin County Engineer.

Any large amounts of aggregate materials (crushed limestone base, asphalt, etc) separated from sifting operations will be loaded by CONTRACTOR(S) and hauled and spread on County rights-of-ways as directed by the Baldwin County Engineer. If approved by the engineer, this material may be used for driveway repairs at no cost to the County.

All work is to be completed by the Contractor as efficiently and effectively as possible and under the direction of the Baldwin County Highway Department, with concurrence by FEMA (if applicable), the U.S. Fish and Wildlife Service, State Lands ADEM and CORPs of Engineers. The Contractor shall employ enough forces and equipment to complete the project in a timely manner and within the agreed time frame.

The most current applicable laws, rules and guidance from FEMA, the U.S. Fish and Wildlife Service, State Lands ADEM and CORPs of Engineers shall be followed by the Contractor.

Time to Complete

The Contractor shall complete all directed work as set out herein. An estimated time for completion will be determined once extent of damage has been determined and in accordance with this Contract. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of the Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

Equipment Use

Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor(s) shall not solicit or perform work from private citizens or others to be performed in designated work areas during the duration of this contract.

Environmental

Contractor will be responsible for all environmental permits (if applicable), erosion control, and compliance with Local, State, and Federal laws.

Certification of Load Carrying Capacity

Prior to any vehicle being placed in service for purposes herein, the **Contractor** and all of its subcontractors shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and **Contractor** Representative(s).

Traffic Control

Traffic control is considered incidental to the Project and the contractor is responsible for all traffic control personnel, signage, markings, lights, etc., to be in compliance with the latest edition of the Manual of Uniform Traffic Control Devices, Chapter VI. Work shall be performed so as to allow the least adverse impact to the traveling public.

Protection of Existing Structures

All work shall be accomplished without adversely affecting existing utilities. The selected Contractor(s) shall contact all Utilities, to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before commencement of related debris operations. The Contractor(s) shall be responsible to coordinate the location and relocation of any and all affected utilities. Any damages caused by the contractor shall be repaired to satisfactory condition at no cost to the owner of the said utilities or Baldwin County.

Owner Furnished Materials

Each Bidder is responsible for conducting their own inspection and investigations necessary to determine the extent of the repairs to be made.

Bid Response

Bidder shall provide a unit price bid for all labor, equipment, and materials required to:

REMOVE all sand from County rights-of-ways as directed, and **either LOAD** material onto trucks and **HAUL** to a sifter where it shall be **SIFTED**, then **LOADED** onto trucks, and **HAULED** to the beach via the nearest access point and **DEPOSITED** and **SPREAD** on the beach as directed by the County **or**, **REMOVE** objectionable objects, **LOAD** sand material onto trucks and **HAUL** to other County right-of-ways and **SPREAD** on said right-of-ways as directed by the County.

DISPOSE of all objectionable objects and deleterious material at a Baldwin County Solid Waste facility.

REPAIR any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.

INSTALL an inspection tower meeting all OSHA regulations with platform large enough for 3 inspectors and tall enough to adequately see inside beds of trucks.

**III. PROPOSAL FOR BID ANNUAL SAND REMOVAL/SIFTING/ DEPOSITION -
FORT MORGAN PENINSULA, BID #WG19-39**

Date: _____

Proposal of _____ (Company Name)

Address _____

Company Representative Name (Print or Type) _____

Position _____ Phone _____ Fax _____

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

Base Bid #1.

Bidder shall provide unit price bid to remove **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer.

\$_____/cy

Base Bid #2.

Bidder shall provide unit price bid to remove **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation.

\$_____/cy

Base Bid #3.

Bidder shall provide unit price bid to dispose of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.

\$_____/ton

Base Bid #4.

Bidder shall provide unit price bid to dispose of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.

\$_____/ton

Base Bid #5.

Bidder shall provide unit price bid to repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.

\$_____/ton

Base Bid #6.

Bidder shall provide unit price bid to install an inspection tower meeting all OSHA regulations with platform large enough for 3 inspectors and tall enough to adequately see inside bed of trucks.

\$_____/each

IV. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____
(Contractor Name) (Company Address)

as Principal, and _____ of _____
(Surety Name) (Surety Address)

as Surety, is held and firmly bound with the **BALDWIN COUNTY COMMISSION**, Obligee, in the full and just sum of \$_____ lawful money of the United States (Maximum Amount of Bond is \$10,000) for the payment of which sum, well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for:

**ANNUAL SAND REMOVAL/SIFTING/DEPOSITION -
FORT MORGAN PENINSULA
BID #WG19-39**

The primary condition of this obligation is such that, if the aforesaid Principal shall be awarded the contract, the Principal will, within the time required, enter into the formal contract as provided and give a good and sufficient performance bond to secure the performance of the terms and conditions of the contract as awarded. Upon the Principal's timely signature and submittal of the awarded contract, this Bid Bond will be returned by the County.

In the event that the Principal does not timely sign and submit the awarded contract, then the Principal shall pay to the Obligee the difference between the Principal's total bid amount and that amount of the bid as was submitted by the next lowest bidder.

In the event that the Principal is the sole bidder on the project in question, then the total amount of this bond, as noted hereon, shall be retained and/or payable to the Obligee. Any such failure to sign or fully execute the contract as awarded will be deemed as a default of this Bond and any amount deemed by the Obligee to be owed by the Principal will be considered as liquidated damages.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20__.

(Name of Contractor's Firm)

Witness as to Principal: _____ By: _____

Countersigned: _____ By: _____
(Name of Surety)

PROPOSALS WILL NOT BE ACCEPTED UNLESS THIS FORM OF BID BOND IS USED. BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY. POWER OF ATTORNEY FORMS SHALL BE AFFIXED TO BID BOND WHEN SUBMITTING BID.

V. PERFORMANCE, MATERIAL AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

(Name of Contractor)

a corporation, partnership, individual, (underline correct legal title of Contractor), hereinafter called the principal, and

(Name and Address or Legal Title of One or More Sureties)

_____,

hereinafter called the "Surety", or "Sureties", are held firmly bound unto _____ the Baldwin County Commission, hereinafter called the "Owner", in the sum of _____ DOLLARS and _____ CENTS (\$ _____) for the payment whereof the Principal and surety, or Sureties, bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the _____ day of _____, 20____, entered into a contract with the Owner for

**ANNUAL SAND REMOVAL/SIFTING/DEPOSITION-
FORT MORGAN PENINSULA
BID #WG19-39**

which agreement is by reference made a part hereof:

NOW, THEREFORE, the condition of this obligation is such that if the principal shall faithfully and adequately perform the contract on his part and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect. Default shall be determined within the sole discretion of the County Commission.

PROVIDED, however, that no suit, action or proceedings by reason of any default whatever be brought on his bond after twelve (12) months from the day on which the final payment under the contract fall due.

PROVIDED, further that the said Surety, or Sureties, for value received, hereby stipulate and agree that no charge, extension of time or addition to the terms of the contract or to the work to be performed there under or the specifications thereof shall in any way affect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration to the terms of the contract, or to the work, or to the specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____.

(individual Principals sign here)

Witnesses: _____(SEAL)
_____(SEAL)
_____(SEAL)

(Corporate Principal sign here)

Attest: BY: _____
BY: _____

(Surety Sign Here)

Attest: BY: _____
BY: _____

VI. INSTRUCTIONS TO CONTRACTORS AND INSURERS

Note: The Baldwin County Commission must be listed as additional insured for the following:

A. CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained all the insurance required under this certificate and 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. 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. Baldwin County, its departments and its employees shall be named as additional insureds.

B. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

1. 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 and property damage coverage on an accident basis, including damages arising from blasting, explosion or collapse, mechanical equipment, digging in streets or highways, and including completed operations, and Contractual General Liability Insurance shall be \$500,000.00 combined single limit per occurrence for bodily injury and property damage; \$1,000,000.00 aggregate. Baldwin County, its departments and employees shall be named as additional insured.

2. 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.

C. 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 per occurrence for bodily injury and property damage. Baldwin County, its departments and employees shall be named as additional insured.

D. 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.

E. INDEMNITY AND HOLD HARMLESS PROVISION

The Contractor shall at all times indemnify and hold harmless the County, and its Commissioners, officers, agents, employees and representatives, from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including, but not limited to, attorneys' fees and costs arising out of, resulting from or related to the performance of the work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. He shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the County, and its Commissioners, officers, agents, employees or representatives by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them maybe liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

F. 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.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute additional copies as may be required of the certificate. One executed copy shall be forwarded to the Contractor for attachment to the original policy as an endorsement.

G. AWARD OR REJECTION OF BIDS

The bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of Baldwin County to accept. The lowest bid will be determined by the lowest average of Base Bids 1 and 2. The Bidder to whom the award is made will be notified at the earliest possible date. Baldwin County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County.

H. CONTRACT PERIOD

A twenty-four (24) month contract will be established to begin on the date of award with an option to issue one twelve (12) month contract, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract.

I. CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contracts prior to the end of the period indicated upon ten (10) day's written notice, for failure to meet required specifications outlined in the bid specifications. In the event of termination, **only work completed prior to the effective date of termination that meets specifications and that has been completed in full** shall be paid by Baldwin County.

J. PERFORMANCE/BID BOND

All vendors shall submit a **\$10,000.00 Bid Bond** with their Bid Response. The awarded vendor shall provide the County a **\$200,000.00 Performance Bond** within 15 days after the contract is awarded. Proof of bonding ability for this project must be submitted with bid. The inability to provide a performance bond shall disqualify the contractor, and the vendor shall forfeit their Bid Bond. The performance bond shall be required for the length of the 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. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.**

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.

K. 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.

L. BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidder's qualifications to perform the work, 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. Conditional bids will not be accepted.

M. PAYMENT

Subject to the terms of the Contract, payment shall be made as follows:

Contract payments shall be made by the County to the Contractor upon submitting of a billing statement for actual work done by the Contractor. All billing statements must include load tickets verified by the disposal site monitor or weight ticket.

The Contractor, immediately after the completion of the contract for **each storm event**, 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. A five (5%) retainage shall be withheld and shall be released after expiration of 30 days after the completion of the required advertisement.

N. DEFAULT OF CONTRACT

If the Contractor fails to begin the work under the contract within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to ensure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day after such notice the Contractor does not proceed to remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract, according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred

by the County, in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceed the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

O. CONTRACT AND BOND

The Bidder to whom award is made, must when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period as specified, or, if no period is specified, within fifteen (15) days after the required forms are presented to him for signature. Bidder acknowledges and agrees that the terms of the standard form contract shall prevail respecting any conflict between said contract and these bid documents.

3 originals Contracts.

1 original Performance Bond.

1 original Certificate of Insurance certifying compliance with all insurance requirements specified in the bid.

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

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

The bid specifications are fully set forth as part of this contract.

WITNESSETH:

Whereas,

Whereas,

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, CONTRACTOR 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. CONTRACTOR: [CONTRACTOR NAME]
- D. DELETERIOUS MATERIAL: Material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials;
- E. OBJECTIONABLE OBJECTS: Any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials

II. Obligations Generally. The COUNTY hereby retains, and the CONTRACTOR agrees to perform for the COUNTY, those construction services as hereinafter set forth. This document shall serve as the binding contract for the services of CONTRACTOR. CONTRACTOR shall be on standby upon full execution of this Contract. CONTRACTOR shall immediately commence performance of the

services outlined herein upon issuance of a Notice to Proceed by the Baldwin County Commission or County Engineer as directed by the Baldwin County Commission. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the CONTRACTOR represents and warrants to the COUNTY that it and any and all agents, assigns and subcontractors retained by it to perform work required by this contract possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the 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. CONTRACTOR represents and warrants that CONTRACTOR is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONTRACTOR 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. CONTRACTOR shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. CONTRACTOR acknowledges that it is an independent contractor, and CONTRACTOR shall at all times remain as such in performing the services under this Contract. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR is not entitled to unemployment insurance benefits, and CONTRACTOR 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 CONTRACTOR or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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:

CONTRACTOR: _____

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

XVI. Services to be Rendered. CONTRACTOR is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of **Competitive Bid #WG19-39**, the same being expressly incorporated herein by reference, and without limitations will encompass:

- 1) Removal of all excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer. Objectionable objects are defined as any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.
- 2) Removal of all excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. Deleterious material is defined as material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation
- 3) Disposal of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR will be responsible for the payment of all applicable tipping fees.

- 4) Disposal of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR will be responsible for the payment of all applicable tipping fees.
- 5) Repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.
- 6) Installation of an inspection tower meeting all OSHA regulations shall be erected by the contractor and paid for under appropriate line item, if required by the County. The platform shall be large enough for 3 inspectors and tall enough to adequately see inside the bed of trucks.

The CONTRACTOR is required to remove all excess sand on all Baldwin County Rights-of-Ways and County owned public Lands, INCLUDING SAND THAT IS MIXED WITH C&D (CONSTRUCTION AND DEMOLITION) AND VEGETATIVE DEBRIS.

If the existing rights-of-ways or county owned public land in the Ft. Morgan are not adequate to perform the sifting operation, it is the responsibility of the CONTRACTOR to acquire temporary right-of-entry permission to use other private property for this operation.

In addition, all Baldwin County rights-of-ways, and County owned public land, must be restored to be relatively uniform manner and to allow safe vehicular travel as determined by the Baldwin County Engineer.

Any large amounts of aggregate materials (crushed limestone base, asphalt, etc) separated from sifting operations will be loaded by CONTRACTOR and hauled and spread on County rights-of-ways as directed by the Baldwin County Engineer.

All work is to be completed by the Contractor as efficiently and effectively as possible and under the direction of the Baldwin County Highway Department, with concurrence by the U.S. Fish and Wildlife Service, State Lands and CORPs of Engineers. The Contractor shall employ enough forces and equipment to complete the project in a timely manner within the agreed time frame.

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

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

CONTRACTOR 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, by and through its County Engineer, shall provide reasonable notice to CONTRACTOR whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of CONTRACTOR's services hereunder or any defect or nonconformance in the work of CONTRACTOR.

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

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

In the event of termination, the COUNTY shall pay CONTRACTOR 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 CONTRACTOR shall be the full compensation for all work performed by CONTRACTOR under this Contract. Any and all additional expenditures or expenses of CONTRACTOR, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by CONTRACTOR or paid by COUNTY.

XX. Direct Expenses. Compensation to CONTRACTOR for work shall be paid **[specify applicable rate or lump sum]**. 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. CONTRACTOR 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 CONTRACTOR.

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

- XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twenty-four (24) months or upon a written notification thereof received by either party within the required thirty (30) day period. This Contract may be extended for up one (1) additional twelve (12) month period, with the written consent of both parties. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions, herein.
- XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification.** Contractor shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to the provision of services hereunder, or any act or omission, by CONTRACTOR. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXV. Number of Originals.** This Contract shall be executed with three originals, each of which are equally valid as an original.
- XXVI. Governing Law.** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting

the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER, Chairman / Date

_____/_____
WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officer 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 _____, 2019.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

CONTRACTOR:

INSERT NAME OF CONTRACTOR

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County and State, hereby certify that _____ whose name as _____ of _____, 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/she 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 _____, 2019.

Notary Public _____
My Commission Expires _____