

BID #WG19-35A 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.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.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

Bidder 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 delivery, etc.

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

BID RESPONSE FORM

Each bidder shall use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

DELIVERY

As soon as possible, but not more than Ninety (90) to One-Hundred Twenty (120) days after the bid award. Delivery time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Bicentennial Park, located at 51233 State Highway 225, Bay Minette, Alabama, 36567. Delivery shall be setup with Matthew Brown at (251) 937-9561 Ext. 4055.

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.

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.

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.

BASE BID SCOPE AND SPECIFICATIONS

1.0 SCOPE

This specification covers the construction and delivery of a 2- Stall pre-cast concrete restroom facility as shown in the attached layout design.

2.0 SPECIFICATIONS

All proposals shall include a list of the manufactures specifications followed to construct a precast concrete bathroom facility, including but not limited to Testing, Curing, Placement, Mixing, Sampling, and Quality Control.

3.0 MANUFACTURING CRITERIA

The manufacturer supplying the requested precast concrete restroom facility must meet the following manufacturing criteria:

- A. Manufacturing plant must be ISO 9001 certified at the time of bid.
- B. Manufacturing plant must be PCI certified at the time of bid.
- C. Contractor must not have defaulted on any contract within the last five (5) years.
- D. Contractor must provide stamped, engineered drawings prior to acceptance of bid and award contract.
- E. Manufacturer must show four (4) examples of precast concrete restroom facility produced, installed and in use as an example of their ability to perform this contract.

- F. Manufacturer shall provide a warranty against defects in material and workmanship for a period of twenty (20) years on all concrete components.

4.0 DESIGN CRITERIA

The restroom facility shall be designed to individually meet the following criteria. The low bidder shall provide calculations and engineer's stamped drawings to County for approval prior to manufacturing the building. The design criteria shall ensure that the restroom facility shall not only withstand the forces of nature listed below, but to provide protection from vandalism and other unforeseen hazards. The building's structural and foundation design must be relevant to the region and properties associated with its final placement. Design shall also meet all applicable accessibility and building code requirements for the site. The building shall also meet various structural loads such as below, but not limited to/or restricted by them.

A. Floor Load

1. The restroom facility shall be designed to meet Baldwin County Building Code.

B. Wind Load

1. The restroom facility shall withstand the effects of 110 miles per hour (3-second gust). as per Baldwin County Building Code.

C. Earthquake

1. The restroom facility shall withstand the effects of a seismic group 1 design category E earthquake.

D. Additional Design Standards

1. The restroom facility shall be designed to meet the accessibility requirements put forth by federal, state, and local statutes.
2. The restroom facility shall be an all concrete design, dimensions of the floor and wall thickness must be included in the proposal for review.
3. All wall to floor interior surface seams shall have a minimum 1" radius coving made of high strength grout.
4. Design and specifications for rigging and crane necessary to offload building at final site.

5.0 MATERIALS

A. Concrete -- General

1. The concrete mix design shall be ACI 211.1 to produce concrete of good workability.
2. Concrete shall contain a minimum of 675 pounds of cementitious material per yard. Cement shall be a low alkali type I/II or III conforming to ASTM C150.
3. Coarse aggregates used in the concrete mix design shall conform to ASTM C33 with the designated size of coarse aggregate #67.

4. Maximum water/cement ratio shall not exceed .45.
5. Air-entraining admixtures shall conform to ASTM C260. Water reducing admixtures shall conform to ASTM C494, Type A.
6. If Self Compacting Concrete (SCC) shall be used, it must conform to ASTM C1611.

B. Colored Concrete

1. Color additives shall conform to ASTM C979. A 12" x 12" x 1" color samples shall be provided for County approval.
2. The following shall contain colored concrete:
 - a. Toilet building roof panels.
 - b. Building walls.
 - c. Screen panels.
3. The same brand and type of color additive shall be used throughout the manufacturing process.
4. All ingredients shall be weighed and the mixing operation shall be adequate to ensure uniform dispersion of the color.

C. Concrete Reinforcement

1. All reinforcing steel shall conform to ASTM A615. All welded wire fabric shall conform to ASTM A185.
2. All reinforcements shall be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
3. Details not shown on drawings or specified shall be to ACI 318.
4. Steel reinforcement shall be centered in the cross-sectional area of the walls and shall have at least 1¼" of cover on the under surface of the floor.
5. The maximum allowable variation for center-center spacing of reinforcing steel shall be ½".
6. Full lengths of reinforcing steel shall be used when possible. When splices shall be necessary on long runs, splices shall be alternated from opposite sides of the components for adjacent steel bars.
7. Lap bars under #4 a minimum of 12" bar diameters.
8. Lap bars larger than #4 a minimum of 24" bar diameters.
9. Reinforcing bars shall be bent cold. No bars partially embedded in concrete shall be field bent unless approved by the County.

D. Caulking, Grout, Adhesive and Sealer

1. Caulking service temperatures from -40°F to +194°F.
2. Interior and exterior joints shall be caulked with a paintable polyurethane sealant.
3. Grout shall be a non-shrink type and shall be painted to match the color of surrounding concrete as nearly as possible.

4. Cement base coating shall be formulated with a very fine aggregate system.

E. Paint

1. All paints and materials shall conform to all federal specifications or be similar "top-of-the-line-components."
2. Type of paints for toilets.
 - a. Inside concrete surfaces.
 - i. Interior floors shall be a chemical resistant urethane. The color shall be gray.
 - ii. Interior walls and ceilings shall be a modified acrylic, water repellent penetrating stain. The color shall be white followed by a clear acrylic anti-graffiti sealer.
 - b. Metal surfaces both inside and out.
 - i. DTM ALKYD (rust control metal primer).
 - c. Exterior concrete surfaces.
 - i. Exterior slab shall be clear sealer.
 - ii. Exterior walls and roof shall be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer.

F. Grab Bars

1. Grab bars shall be 18-gauge, type 304 stainless steel with 1½" clearance. Grab bars shall each be able to withstand 300-pound top loading.

G. Toilet Paper Dispenser

1. Dispenser shall be constructed of ¼" thick, type 304 stainless steel. Dispenser shall be capable of holding (can hold) three (3) standard rolls of toilet paper. Toilet paper holder fastening system must be able to withstand 300-pound top loading.

H. Steel Doors

1. Doors shall be flush panel type 1¾" thick, minimum 16-gauge galvanized steel, top painted with DTM ALKYD.
2. Door frames shall be knockdown or welded type, single rabbet, minimum 16-gauge prime coated steel top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber door silencers shall be provided on latch side of frame.

I. Door Hinges

1. Door hinges shall be three (3) per door with dull chrome plating 4½" x 4½", adjustable tension, and automatic closing for each door.

J. Lockset

1. Lockset shall meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door.
2. Lever handle both inside and out.
3. Either handle operates latch unless outside handle shall be locked by inside push-

button.

4. Push-button shall automatically release when inside lever handle shall be turned or door shall be closed.
5. Emergency slot on exterior so door can be unlocked from the outside with a coin, screwdriver, etc.
6. Inside lever always active.
7. U.S. 26D finish.

K. Dead Bolt

1. Certified ANSI/BHMA A156.5-2001 Grade 1.
2. Heavy duty tamper resistant.
3. 2 $\frac{3}{4}$ " backset.
4. U.S. 26D finish.

L. Doorstop

1. Doorstop shall be a dome style stop meeting ANSI 156.16.

M. Double Coat Hook

1. Coat hook shall be 304 stainless steel 16-gauge (1.5mm), formed construction with a satin finish and have $\frac{3}{16}$ " x $\frac{7}{8}$ " nail in anchor. Upper hook shall extend at least 2 $\frac{1}{2}$ " from the wall. Lower hook shall extend at least 1 $\frac{1}{4}$ " from the wall.

N. Door Sweep

1. Door sweep shall be provided at the bottom of door and shall be an adjustable brush type.

O. Wall Vent

1. Wall vent shall be crank operated allowing the unit to be opened or closed. Crank shall be removable. Vent cover shall be 14-gauge 304 stainless steel and anchored into the concrete wall with high strength anti-rust tap con fasteners. Vent to come with insect screen. Cover to be recessed a minimum $\frac{3}{4}$ " on exterior walls with a 45-degree bevel. Interior to be flush mounted. Wall vent shall not protrude from the wall.

P. Signs

1. Signs to have raised pictograms, letters, and braille to meet ADA.

Q. Windows

1. Window frames shall be constructed from steel.
2. Window glazing shall be $\frac{3}{16}$ " thick translucent pebble finished mar-resistant Lexan.
3. Windows to have $\frac{3}{4}$ " recess with 45-degree bevel.
4. Window frames to have vandal resistant fasteners.

R. Mirrors

1. Mirror to be 18" x 36" frameless 430 18-gauge stainless steel with #8 bright

polish.

S. Plumbing

1. All fixtures to meet ANSI A112.19.2.
2. Plumbing shall be concealed in the service area.
3. *Flush valve* – Concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve shall be of a water saver type with a flow of 1.6 gallons per flush.
4. *Hammer arrester* – Installed on water line.
5. *Hose bib* – Available in the chase area.
6. *Lavatory* – Vitreous china with back splashguard, front overflow opening, equipped with brass trap and drainpipe without stopper. Sink shall be 20" wide x 18" front to back x 5¾" deep with ADA trap cover. Optional stainless-steel fixtures available.
7. Main shut-off valve and drain.
8. *Toilet* – Constructed of vitreous china, wall hung, with siphon jet action. Toilet shall have a back spud for a concealed flush valve connection and shall be mounted with the top of the seat 18" above the finished floor. Seat shall be heavy duty solid plastic with an open front. Optional stainless-steel fixtures available.
9. Trap primer distribution unit.
10. *Waste and vent material* – ABS or PVC plastic and shall be plumbed to meet Uniform Building Codes.
11. *Water material* – Copper tubing Type L, hard drawn. A gate valve shall be provided at the inlet end of the water line. All water lines shall be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.
12. *Water valve* – Self-closing water set with indexed push button.

T. Electrical

1. All components shall be UL listed.
2. *Breaker panel* – 100 amps, mounted to meet electrical code.
3. *Interior lighting* – Vandal resistant fixtures with built-in occupancy sensor, energy efficient LED lights, and lifetime warranty.
4. *Exterior lighting* – Vandal resistant fixtures with built-in photoelectric switch, energy efficient LED lights.
5. *Exhaust fans* – All wet location motion activated with speed control in chase area to control CFM.
6. *Wiring* – Conduit, surface mounted in the service area and concealed in the user compartments. All wire shall be copper.

6.0 MANUFACTURE

A. Finishing Concrete

1. All exterior building walls and exterior screen walls shall be barnwood texture.
2. All exterior surfaces of the roof panels shall be cast to simulate cedar shake texture. The underside of the overhang shall have a smooth finish.

B. Cracks and Patching

1. Cracks in concrete components which shall be judged to affect the structural integrity of the building shall be rejected.
2. Small holes, depressions, and air voids shall be patched with a suitable material. The patch shall match the finish and texture of the surrounding surface.
3. Patching shall not be allowed on defective areas if the structural integrity of the building shall be affected.

7.0 FINISHING AND FABRICATION

A. Structural Joints

1. Wall components shall be joined together in the manner specified in the engineer's plans.
2. The inside seams shall be a paintable caulk. The outside seams shall use a caulk in a coordinating building color or clear.
3. Walls and roof shall be joined in the manner specified in the engineer's plans.
4. The joint between the floor slab and walls shall be joined with a grout mixture on the inside, a matching colored caulk on the outside and two (2) weld plates 6" long per wall.

B. Painting/Staining

1. An appropriate curing time shall be allowed before paint shall be applied to concrete.
2. Schedule of finishes.
 - a. Inside concrete surfaces.
 - i. Inside floors shall be one (1) coat of 1-part water based chemical resistant urethane.
 - ii. Interior walls and ceilings shall be two (2) coats of a modified acrylic, water repellent penetrating stain, followed by one (1) coat of clear sealer.
 - b. Metal surfaces both inside and out.
 - i. Two (2) coats of DTM ALKYD.
 - c. Exterior concrete surfaces.
 - i. Exterior walls shall be two (2) coats of water repellent penetrating stain in the same color as the walls or roof followed by one (1) coat of clear acrylic anti-graffiti sealer.

8.0 TESTING

The following tests shall be performed on concrete used in the manufacture of toilets.

All testing shall be performed in a PCI certified laboratory. Testing shall only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling shall be in accordance with ASTM C172.

- A. The air content of the concrete shall be checked per ASTM C231 on the first batch of concrete. The air content shall be in the range of 5.0% +/- 2.0%.
- B. The compressive strength of the cylinders shall be tested to ASTM C39. We shall make one (1) cylinder for release, one (1) for seven (7) days and one (1) for 28 days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
- C. A copy of all test reports shall be available to the County as soon as 28-day test results shall be available.

9.0 INSTALLATION

A. Scope of Work

- 1. Work specified under this section relates to the placement of the unit on County prepared foundation.

B. Work to be performed by Contractor

- 1. Provide site and equipment requirements for off-loading restroom facility.
- 2. Deliver restroom facility to address set forth on the attached location map.

C. Work to be performed by County

- 1. It shall be the responsibility of the County to:
 - a. Provide exact location by stakes or other approved method.
 - b. Provide clear and level site free of overhead and/or underground obstructions.
 - c. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.
 - d. Provide crane for off-loading and placing of the restroom facility.
 - e. Construct utility pad with water, electrical, and sewage site connections to be placed per the Contractor-supplied engineer's drawings.
 - f. Compacting - The bottom of the area must be compacted after it has been dug out. After the base has been placed, it must be compacted as well. The bearing of the soil and base should be a minimum of 1,500 pounds per square foot.
 - g. Base - After compacting the bottom of the area, a minimum of 6" thick and consist of ¾" minus crushed rock (i.e. road base material) compacted to 95% of optimal density in accordance with ASTM D1557. Finished surface of sub-base shall be flat and level, with a maximum deviation of -½", +0" from a true horizontal plane. The base should be placed for support, leveling and drainage purposes, and to limit frost action. The base must be confined to prevent washout, erosion, or any other undermining.

10.0 WARRANTY

The Contractor shall provide a warranty against defects in material or workmanship for a period of twenty (20) years on all concrete components. The contract shall provide a warranty against defects in material and workmanship for a period of one (1) year on all non-concrete component

BID ALTERNATES/ADDITIVES

The County requests that each bidder provide bids for the following alternates/additive items. The bidder shall bid these items as an additional cost to the base bid and County shall select any additives/alternates at time of award.

- A. Exterior ADA Compliant Drinking Fountain
- B. 4-gallon Electric Water Heater
- C. Warm Air, ADA Compliant, Vandal Resistant Electric Hand Dryers

BID #WG19-35A RESPONSE FORM

Purchase & Delivery of Pre-Cast Concrete Restroom Building

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____

(Rep. Name Typed or Printed)

Position: _____

Email: _____

Phone: _____

Fax: _____

BID #WG19-35A RESPONSE FORM

Purchase & Delivery of Pre-Cast Concrete Restroom Building

Page 2 of 2

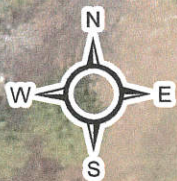
BID TABLE

BASE BID				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID PRICE
Pre-cast Concrete Restroom Facility	Lump Sum	1		

ADDITIVES				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID PRICE
ADA Compliant Drinking Fountain	Lump Sum	1		
4-Gallon Electric Water Heater	Lump Sum	1		

ALTERNATES				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID PRICE
Electric Hand Dryers (Instead of Paper Towel Dispenser)	Lump Sum	2		

Brochures showing the building offered shall be attached to this Response Form.



51233 State Highway 225,
Bay Minette, AL 36507

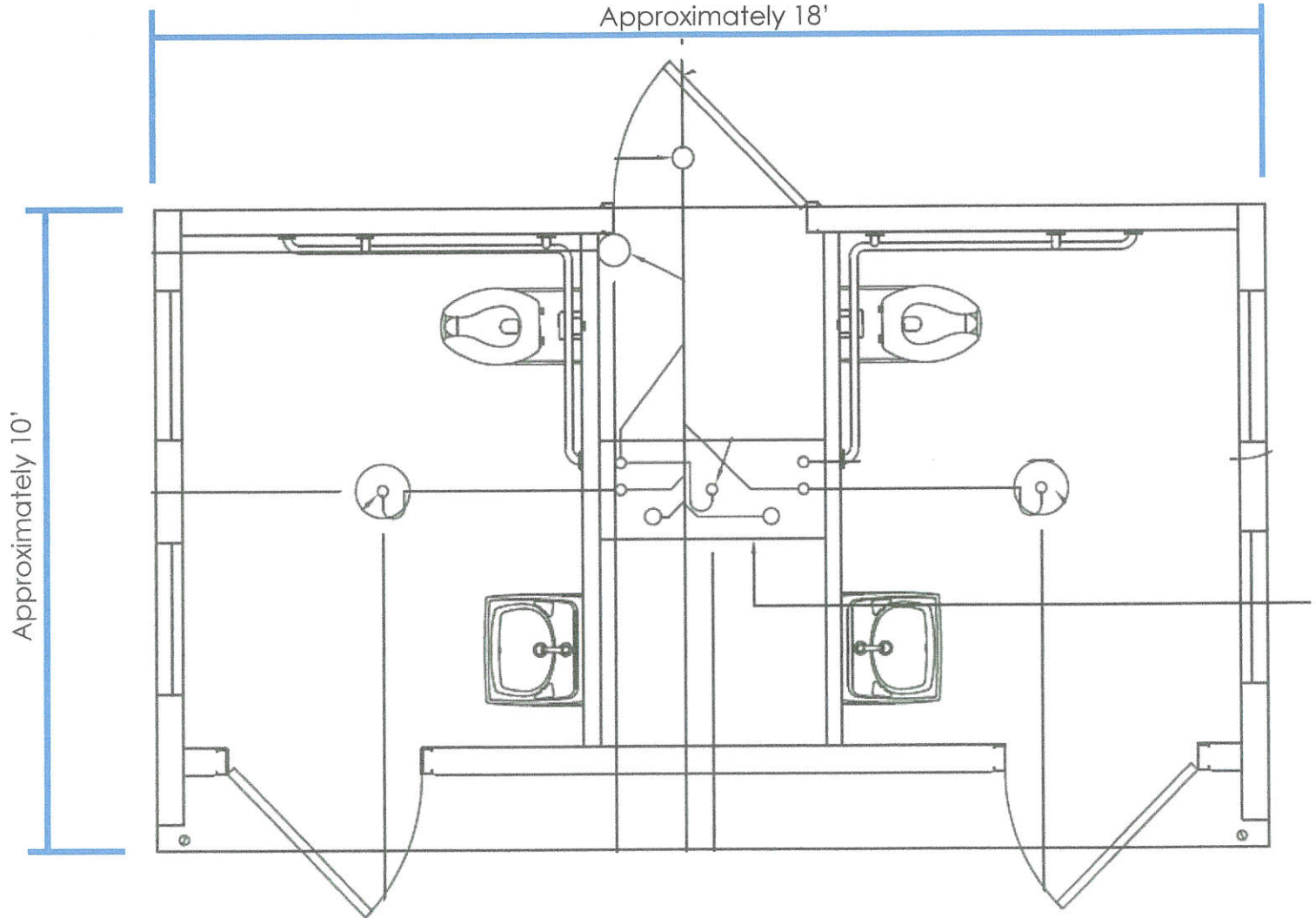


Bicentennial Pa
Proposed Bathroom Loc

Baldwin County
Highway Department 2018

Path Z:\PRE-CONSTRUCTION\A - Pre-Construction Projects\25 - Park Improvements Projects\AREA 100\Bicentennial Bathroom (0206919)\F - GIS\2 - Maps\Bicentennial Location Map.aprx 0 0 0.01

Approximate Building Layout and Dimensions



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 #WG19-35A**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG19-35A – Purchase and Delivery of a Pre-Cast Concrete Restroom Building at the Bicentennial Park Located in Bay Minette, Alabama for the Baldwin County Commission.

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

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any

development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

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

- XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice. In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.
- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid \$ _____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **Ninety (90) to One Hundred and Twenty 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 worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

SIGNATURE AND NOTARY PAGE TO FOLLOW

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER/ Date
Chairman

_____/_____
WAYNE DYESS/ Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, 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 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 _____, 2019.

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, this the _____ day of _____, 2019.

Notary Public
My Commission Expires