

BID #WG20-16 SPECIFICATIONS

The 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. All workmen and equipment shall be furnished by the Contractor.

Bidder shall provide an all-inclusive, lump sum, price as indicated on the Bid Response Form. The price shall include all applicable charges, including but not limited to all materials, labor, warranties, and incidentals.

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

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

BID RESPONSE FORM

Each supplier should 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.

WARRANTY

Manufacturer shall warrant all equipment and material of its manufacturer against defects in workmanship and material. Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid. Bidder also agrees to provide with the bid comprehensive service for a period of (3) three years following completion of the installations.

DELIVERY

Delivery shall be as soon as possible after the receipt of order but no more than **ninety (90) days**. Lead time shall play a large part of the bid award but will not be the only determining factor.

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.

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.

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

Projects must be completed within **NINETY (90) days** of notification to proceed. Project shall be complete after receipt of Manufacturer's Warranty.

SITE INSPECTION

On-site inspection is required by each bidder. To schedule the on-site inspection please contact Wanda Gautney, Purchasing Director, at (251) 580-2520.

GENERAL SCOPE OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. The following County buildings utilize existing Honeywell DDC controls. Said controls are to be integrated into the new Honeywell WEBS N4 Supervisor without any 3rd part devices or drivers.

- Bay Minette Courthouse
 - Baldwin County Central Annex I
 - Baldwin County Central Annex II
 - Foley Satellite Courthouse
 - Fairhope Satellite Courthouse
- B. The bidder shall furnish all labor, materials, equipment, and service necessary for a complete and operating Temperature Control System (TCS) and Facility Management system (FMCS), utilizing Direct Digital Controls as described herein.
- C. All labor, material, equipment and software not specifically referred to herein or on the plans, that is required to meet the functional intent of this specification, shall be provided without additional cost to the COUNTY.
- D. The COUNTY shall be the named license holder of all software associated with any and all incremental work on the project(s).
- E. Work to be performed during standard business hours 8:00 a.m. – 4:30 p.m., Monday through Friday.

1.2 SYSTEM DESCRIPTION

- A. The entire Temperature Control System (TCS) shall be comprised of a network of interoperable, stand-alone digital controllers communicating via LonMark™/LonTalk™ and/or BACnet™ communication protocols to a Network Area Controller (NAC). **A Niagara Tridium based WEBS N4 system manufactured by Honeywell International shall be provided and installed by a Honeywell Authorized Controls Integrator (ACI) that has been an ACI for at least 8 years and is located within 60 miles of the Bay Minette county office. The ACI shall have at least 3 certified Niagara 4 trained control specialists in their employment for installation and warranty service after the warranty period has expired.** It is in the best interest of the COUNTY to have a consistent service provider and spare parts for each item of its building during construction, warranty and after warranty periods. Certification of Tridium training by at least 3 employees must be provided at the submittal phase if requested.
- B. The Facility Management and Control System (FMCS) shall be comprised of Network Area Controller or Controllers (NAC) within each facility. The NAC shall connect to the COUNTY's local or wide area network, depending on configuration. Access to the system, either locally in each building, or remotely from a central site or sites, shall be accomplished through standard Web browsers, via the Internet and/or local area network by accessing the **Honeywell WEBS N4 Supervisor that is to be provided within this quote.** Each NAC

shall communicate to LonMark™/LonTalk™ (IDC) and/or BACnet™ (IBC) controllers and other open protocol systems/devices provided under Division 15 or Division 16.

- C. The Facility Management and Control System (FMCS) as provided in this Division shall be based on a hierarchical architecture incorporating the Niagara N4 Framework™. DDC controls shall be as manufactured by Honeywell International.
- D. The following buildings shall have the existing Honeywell DDC controls integrated into the new Honeywell WEBS N4 Supervisor without any 3rd party devices or drivers. 100% integration is the responsibility of the bidder to meet the requirements of this bid. **Each** new JACE controller shall be provided with a 3 year software maintenance agreement.
 - Bay Minette Courthouse
 - Baldwin County Central Annex I
 - Baldwin County Central Annex II
 - Foley Satellite Courthouse
 - Fairhope Satellite Courthouse
- E. The Facility Management and Control System (FMCS) shall provide full graphic software capable of complete system operation for up to 34 simultaneous Thin-Client workstations.
- F. The Facility Management and Control System (FMCS) shall provide full graphic operator interface to include the following graphics as a minimum:
 - 1. Home page to include a minimum of six critical points, i.e. Outside Air Temperature, Outside Air Relative Humidity, Enthalpy, KWH, KW etc.
 - 2. Graphic floor plans accurately depicting rooms, walls, hallways, and showing accurate locations of space sensors and major mechanical equipment.
 - 3. Detail graphics for each mechanical system to include; AHUs (Air Handling Units), ERUs (Energy Recovery Units), TUs (Terminal Units), EFs (Exhaust Fans), Chillers and associated controls, Boilers, and Converters as a minimum.
 - 4. Access corresponding system drawings, technical literature, and sequences of operations directly from each system graphic.
- G. The Facility Management and Control System (FMCS) shall provide the following data links to electronically formatted information for operator access and use.

1. Project control as-built documentation; to include all TCS drawings and diagrams converted to Adobe Acrobat .pdf filers.
2. TCS Bill of Material for each system, i.e. AHU, RTU, FCU, Boiler etc.
3. Technical literature specification data sheets for all components listed in the TCS Bill of Material.
4. Sequence of operation for all TCS provided systems.

1.3 SUBMITTAL

- A. Four copies of shop drawings of the components and devices for the entire control system shall be submitted and shall consist of a complete list of equipment and materials, including manufacturers catalog data sheets and installation instructions for all controllers, valves, dampers, sensors, routers, etc. Shop drawings shall also contain complete wiring and schematic diagrams, software descriptions, calculations, and any other details required to demonstrate that the system has been coordinated and will properly function as a system. Terminal identification for all control wiring shall be shown on the shop drawings.
- B. Submittal shall also include a trunk cable schematic diagram depicting operator workstations, control panel locations and a description of the communication type, media, and protocol. Though the Division 15 and 16 contractors shall provide these diagrams for their portions of work, the Systems Integrator shall be responsible for integrating those diagrams into the overall trunk cable schematic diagrams for the entire Wide Area Network (WAN) and/or Local Area Network (LAN) utilized by the FMCS.
 1. The network infrastructure shall conform to the published guidelines for wire type, length, number of nodes per channel, termination, and other relevant wiring and infrastructure criteria as published. The number of nodes per channel shall be no more than 85% of the defined segment (logical or physical) limit in order to provide future system expansion with minimal infrastructure modifications.
- C. Upon completion of the work, provide a complete set of 'as-built' drawings and application software on compact disk. Drawings shall be provided as AutoCAD™ or Visio™ compatible files. Four copies of the 'as-built' drawings shall be provided in addition to the documents on compact disk.

1.4 SPECIFICATION NOMENCLATURE

- A. Acronyms used in this specification are as follows:

DDC	Direct Digital Controls
FMCS	Facility Management and Control System
GUI	Graphical User Interface

IBC	Interoperable BACnet Controller
IDC	Interoperable Digital Controller
LAN	Local Area Network
NAC	Network Area Controller
OOT	Object Oriented Technology
PICS	Product Interoperability Compliance Statement
PMI	Power Measurement Interface
POT	Portable Operator's Terminal
TCS	Temperature Control System
WAN	Wide Area Network
WBI	Web Browser Interface

1.5 DIVISION OF WORK

- A. This contractor shall be responsible for all controllers (IDC and IBC), control devices, control panels, controller programming, controller programming software, controller input/output and power wiring and controller network wiring.
- B. This contractor shall be responsible for the Network Area Controller(s) (NAC), software and programming of the NAC, graphical user interface software (GUI), development of all graphical screens, Web browser pages, setup of schedules, logs and alarms, LonWorks network management and connection of the NAC to the local or wide area network.

1.6 RELATED WORK

- A. Electrical:
 - 1. Power wiring and its conduit if required shall be provided in this bid.

1.7 AGENCY AND CODE APPROVALS

- A. All products of the TCS and FMCS shall be provided with the following agency approvals. Verification that the approvals exist for all submitted products shall be provided with the submittal package. Systems or products not currently offering the following approvals are not acceptable.
 - 1. UL-916; Energy Management Systems
 - 2. C-UL listed to Canadian Standards Association C22.2 No. 205-M1983 "signal Equipment"
 - 3. CE
 - 4. FCC, Part 15, Subpart J, Class A Computing Devices

1.8 SOFTWARE LICENSE AGREEMENT

- A. The COUNTY shall agree to the manufacturer's standard software and firmware licensing agreement as a condition of this contract. Such license shall grant use of all programs and application software to COUNTY as defined by the manufacturer's license agreement, but shall protect manufacturer's rights to disclosure of trade secrets contained within such software.
- B. The COUNTY shall be the named license holder of all software associated with any and all incremental work on the project(s). In addition, the COUNTY shall receive ownership of all job specific configuration documentation, data files, and application-level software developed for the project. This shall include all custom, job specific software code and documentation for all configuration and programming that is generated for a given project and/or configured for use with the NAC, FMCS, and any related LAN / WAN / Intranet and Internet connected routers and devices. Any and all required IDs and passwords for access to any component or software program shall be provided to the COUNTY.
- C. The COUNTY, or his appointed agent, shall receive ownership of all job specific software configuration documentation, data files, and application-level software developed for the project. This shall include all custom, job specific software code and documentation for all configuration and programming that is generated for a given project and /or configured for use within Niagara AX Framework (Niagara) based controllers and/or servers and any related LAN / WAN / Intranet and all connected routers and devices.

PART 2 MATERIALS

2.1 GENERAL

- A. The Temperature Control System (TCS) and Facility Management Control System (FMCS) shall be comprised of a network of interoperable, stand-alone digital controllers, a computer system, graphical user interface software, printers, network devices, valves, dampers, sensors, and other devices as specified herein.
- B. The installed system shall provide secure password access to all features, functions and data contained in the overall FMCS.

2.2 ACCEPTABLE MANUFACTURERS

Basis-of-Design: Niagara Tridium Web based system. Approved equipment suppliers are Honeywell International

OPEN, INTEROPERABLE, INTEGRATED ARCHITECTURES

- A. The intent of this specification is to provide a peer-to-peer networked, stand-alone, distributed control system with the capability to integrate ANSI/ASHRAE Standard 135-2001 BACnet™, LonWorks™ technology, MODBUS™, OPC, and other open and proprietary communication protocols into one open, interoperable system.

- B. The supplied computer software shall employ object-oriented technology (OOT) for representation of all data and control devices within the system. In addition, adherence to industry standards including ANSI / ASHRAE™ Standard 135-2001, BACnet and LonMark to assure interoperability between all system components is required. For each LonWorks device that does not have LonMark certification, the device supplier must provide an XIF file and a resource file for the device. For each BACnet device, the device supplier must provide a PICS document showing the installed device's compliance level. Minimum compliance is Level 3; with the ability to support data read and write functionality. Physical connection of BACnet devices shall be via Ethernet (BACnet Ethernet/IP,) and/or RS-485 (BACnet MSTP) as specified.
- C. All components and controllers supplied under this Division shall be true "peer-to-peer" communicating devices. Components or controllers requiring "polling" by a host to pass data shall not be acceptable.
- D. The supplied system must incorporate the ability to access all data using standard Web browsers without requiring proprietary operator interface and configuration programs. Systems requiring proprietary database and user interface programs shall not be acceptable.
- E. A hierarchical topology is required to assure reasonable system response times and to manage the flow and sharing of data without unduly burdening the customer's internal Intranet network. Systems employing a "flat" single tiered architecture shall not be acceptable.
 - 1. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed 5 seconds for local network connected user interfaces.
 - 2. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed 60 seconds for remote or dial-up connected user interfaces.

2.3 NETWORKS

- A. The Local Area Network (LAN) shall be a 100 Megabit/sec Ethernet network supporting BACnet, Java, XML, HTTP, and SOAP for maximum flexibility for integration of building data with enterprise information systems and providing support for multiple Network Area Controllers (NACs), user workstations and, if specified, a local server.
- B. Local area network minimum physical and media access requirements:
 - 1. Ethernet; IEEE standard 802.3
 - 2. Cable; 100 Base-T, UTP-8 wire, category 5
 - 3. Minimum throughput; 100 Mbps.

Purchase & Installation of HVAC Controls for Various County Buildings

Out of State or If yes, Registration Number

Address: _____

Company Rep: _____
(Rep. Name Typed or Printed)

Email: _____

All-inclusive total amount bid per building including but not limited to all materials, labor, incidentals and service agreement for year 1:

Fairhope Satellite Courthouse

TOTAL

Completion time: _____

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 COUNTY 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 #WG20-16**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG20-16 – Purchase & Installation of HVAC Controls for Various County Buildings”

- 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 ninety (90) 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.

SIGNATURE & NOTARY PAGE TO FOLLOW

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

COUNTY

ATTEST:

BILLIE JO UNDERWOOD / 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, Billie Jo Underwood., whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2020.

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 _____, 2020.

Notary Public
My Commission Expires