

BID #WG20-51A SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

BID RESPONSE FORM

Each bidder should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. 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. **PROOF OF INSURANCE SHOULD BE INCLUDED WITH BID RESPONSE.**

It is the intent of the County to award the bid to one vendor.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2021 and 2022), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2020 contract with its intent to extend the contract. The prices for 2020 shall also apply to the extension period(s).

BIDDER QUALIFICATIONS

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

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and 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.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect warning signs indicating active litter collection areas where workers are

present.

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; \$5,000.00 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. All insurance requirements shall extend along with the contract, if an allowable extension is utilized.

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

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

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.

CANCELLATION CLAUSE

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

SCOPE OF SERVICES FOR THE PROVISION OF ROADSIDE LITTER COLLECTION SERVICES FROM COUNTY RIGHT-OF-WAYS

Bid Prices shall be an all-inclusive monthly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

General Description of Services

The Contractor shall provide equipment and personnel to collect, remove, and dispose of litter from roads as described on Attachment “A” of this document.

Litter Removal

Litter will be collected and removed from roads as described on Attachment “A” each month. Litter will be collected and removed from the right of way, including shoulders but excluding the traveled lanes. Litter includes trash, garbage, scrap metals, paper, wood, plastic, glass products, rubber products, tires, auto parts, furniture, mattresses, household appliances, and various bulky items. Smaller items shall be bagged as collected.

Litter Disposal

The Contractor shall dispose of the collected litter at the Baldwin County Solid Waste Disposal Facilities listed below:

Magnolia Landfill

15140 County Road 49
Summerdale, AL 36580

Bay Minette Transfer Station

42901 Nicholsville Road
Bay Minette, AL 36507

The Contractor shall scale weigh each load delivered to the Baldwin County Solid Waste Disposal Facilities and shall retain a copy of the scale tickets for submittal with Activity Reports.

Recordkeeping

The Contractor shall submit weekly Activity Reports (Attachment “B”) to Baldwin County Solid Waste Department. The Activity Reports (Attachment “B”) will detail the roads from which litter was collected during each week. Copies of weekly scale tickets shall be included with Activity Reports.

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 and codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act).
- Exercise precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- Furnish and maintain sufficient and adequate signage, vehicle lighting, etc., as necessary to prevent accidents and to protect the work area. These items are considered incidental and are considered as part of the Contract.

Scheduling and Duration

Generally, all work is to be performed during regular business hours: 7:00 AM – 5:00 PM CST Monday – Friday.

Inspection

Baldwin County will frequently inspect listed roads to ensure that the work has been adequately performed and that the contract requirements have been met.

BID #WG20-51A RESPONSE FORM

Provision of Roadside Litter Collection Services from County Right-of-Ways

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Financing through another agency beside yourself _____ or _____
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

Financing Agency Authorized Signature

Bid price shall be an all-inclusive monthly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

Monthly Rate Bid: \$_____

All exceptions must be listed and attached to the bid response form.

**Baldwin County Solid Waste
Litter Control - Road List**

Attachment "A"

Location	Vicinity		Estimated Mileage
Baldwin Beach Express	County Rd 68/I-10	to Foley Beach Express	13.5
County Rd 10	Hwy 59	to Bon Secour Hwy	2.5
County Rd 112	Hwy 31	to Florida State Line	30.5
County Rd 12	Hwy 59	to County Rd 26	8.5
County Rd 13	Hwy 104	to Daphne City Limits	4.0
County Rd 138	Bay Minette City Limits	to Hwy 225	5.5
County Rd 20	Foley City Limits/Glen Lakes	to County Rd 95	6.5
County Rd 21	Hwy 59	to Hwy 59	4.0
County Rd 24	Hwy 59	to County Rd 9	7.3
County Rd 26	County Rd 49	to Hickory St	4.0
County Rd 28	Hwy 59	to County Rd 9	6.5
County Rd 32	Hwy 59	to Scenic 98/Point Clear	13.0
County Rd 32	S'dale City Limits/Co Rd 83	to C C Rd	9.0
County Rd 33	County Rd 32	to County Rd 48	4.0
County Rd 38	County Rd 87	to Baldwin Beach Express	5.5
County Rd 39	County Rd 138	to Hwy 59/Stapleton	7.5
County Rd 40	County Rd 138	to Hwy 225	8.5
County Rd 47	I-65/Bay Minette	to Perdido City Limits	2.0
County Rd 48	Hwy 181	to Bohemian Hall Rd	4.0
County Rd 49	County Rd 28	to Hwy 98	4.0
County Rd 49	Magnolia Springs City Limit	to County Rd 10	7.3
County Rd 52	County Rd 55	to Robertsedale City Limits	2.0
County Rd 54	County Rd 64	to Robertsedale City Limits	8.0
County Rd 55	Hwy 104 - S'hill City Limits	to County Rd 32	4.5
County Rd 55	County Rd 32	to Hwy 98	4.5
County Rd 55	S'hill City Limits	to Hwy 59	4.0
County Rd 56	County Rd 55	to Hwy 59	1.5
County Rd 61	Perdido	to Hwy 59	4.0
County Rd 61/Phillipsville Rd	Hwy 31	to County Rd 112	12.3
County Rd 64	County Rd 13	to County Rd 112	22.0
County Rd 65	Hwy 24	to Hwy 98	2.0
County Rd 65	Robertsedale City Limits	to Fox Branch Rd Ext	6.6
County Rd 65	Hwy 98	to County Rd 10	5.0
County Rd 68	Hwy 59	to Baldwin Beach Express	4.8
County Rd 83	Elberta City Limits	to County Rd 32	2.5
County Rd 87	Patterson Rd	to County Rd 20	18.0
County Rd 9	Hwy 98	to County Rd 48	8.7
County Rd 91	Gardner Rd	to County Rd 99	7.6
County Rd 94	Hwy 59	to County Rd 47	6.7
County Rd 95	County Rd 32	to Pirate's Cove/Josephine	10.8
County Rd 96	Hwy 59	to County Rd 47	8.9
County Rd 97	Hwy 98	to Leiterman Rd	4.9
County Rd 99	Hwy 98	to County Rd 91	8.7
D'Olive Rd	Hwy 225	to Bay Minette City Limits	4.7
Foley Beach Express	County Rd 12	to County Rd 8	4.9
Nicholsville Rd	Brady Rd Ext.	to Old Daphne Hwy	2.3
Pine Grove Rd	Brady Rd Ext.	to Hwy 59	4.8
Roscoe Rd	Foley Beach Express	to County Rd 4	1.6
Total Miles			333.9

**Baldwin County Solid Waste
Litter Control - Weekly Activity Report**

Attachment "B"

For Week Ending _____



Place checkmark in
corresponding box for
applicable area worked.

Location	Vicinity		Mon	Tue	Wed	Thu	Fri
Baldwin Beach Express	County Rd 68/I-10	to Foley Beach Express					
County Rd 10	Hwy 59	to Bon Secour Hwy					
County Rd 112	Hwy 31	to Florida State Line					
County Rd 12	Hwy 59	to County Rd 26					
County Rd 13	Hwy 104	to Daphne City Limits					
County Rd 138	Bay Minette City Limits	to Hwy 225					
County Rd 20	Foley City Limits/Glen Lakes	to County Rd 95					
County Rd 21	Hwy 59	to Hwy 59					
County Rd 24	Hwy 59	to County Rd 9					
County Rd 26	County Rd 49	to Hickory St					
County Rd 28	Hwy 59	to County Rd 9					
County Rd 32	Hwy 59	to Scenic 98/Point Clear					
County Rd 32	S'dale City Limits/Co Rd 83	to C C Rd					
County Rd 33	County Rd 32	to County Rd 48					
County Rd 38	County Rd 87	to Baldwin Beach Express					
County Rd 39	County Rd 138	to Hwy 59/Stapleton					
County Rd 40	County Rd 138	to Hwy 225					
County Rd 47	I-65/Bay Minette	to Perdido City Limits					
County Rd 48	Hwy 181	to Bohemian Hall Rd					
County Rd 49	County Rd 28	to Hwy 98					
County Rd 49	Magnolia Springs City Limit	to County Rd 10					
County Rd 52	County Rd 55	to Robertsedale City Limits					
County Rd 54	County Rd 64	to Robertsedale City Limits					
County Rd 55	Hwy 104 - S'hill City Limits	to County Rd 32					
County Rd 55	County Rd 32	to Hwy 98					
County Rd 55	S'hill City Limits	to Hwy 59					
County Rd 56	County Rd 55	to Hwy 59					
County Rd 61	Perdido	to Hwy 59					
County Rd 61/Phillipsville Rd	Hwy 31	to County Rd 112					
County Rd 64	County Rd 13	to County Rd 112					
County Rd 65	Hwy 24	to Hwy 98					
County Rd 65	Robertsedale City Limits	to Fox Branch Rd Ext					
County Rd 65	Hwy 98	to County Rd 10					
County Rd 68	Hwy 59	to Baldwin Beach Express					
County Rd 83	Elberta City Limits	to County Rd 32					
County Rd 87	Patterson Rd	to County Rd 20					
County Rd 9	Hwy 98	to County Rd 48					
County Rd 91	Gardner Rd	to County Rd 99					
County Rd 94	Hwy 59	to County Rd 47					
County Rd 95	County Rd 32	to Pirate's Cove/Josephine					
County Rd 96	Hwy 59	to County Rd 47					
County Rd 97	Hwy 98	to Leiteman Rd					
County Rd 99	Hwy 98	to County Rd 91					
D'Olive Rd	Hwy 225	to Bay Minette City Limits					
Foley Beach Express	County Rd 12	to County Rd 8					
Nicholsville Rd	Brady Rd Ext.	to Old Daphne Hwy					
Pine Grove Rd	Brady Rd Ext.	to Hwy 59					
Roscoe Rd	Foley Beach Express	to County Rd 4					

Activity report should be submitted by contractor weekly and be accompanied by corresponding Scale Tickets.

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional** 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 #WG20-51A**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG20-51A – Provision of Roadside Litter Collection Services from County Right-of-Ways within the Unincorporated Areas of Baldwin County, 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 thirty (30) 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. Compensation. Compensation to PROVIDER for work shall be \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all costs, 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 for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) twelve (12) month contracts, 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 Provider no later than thirty (30) days prior to the expiration of the original contract. [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 and Hold Harmless. To the extent allowed by law, the PROVIDER shall indemnify, defend and hold harmless the County, its Commissioners, and their agents, employees and representatives from and against any claims, damages, losses, demands payments, suits, actions, recoveries and judgements of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the work pursuant to this Contract, provided that any such claim, damage, loss of 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 there from; and (2) is caused in whole or in part by an actor omission of the PROVIDER, 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 PROVIDER shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work pursuant to this Contract until the same shall have been completed and accepted. PROVIDER 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 PROVIDER shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. PROVIDER 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 or its officers, agents, employees or representatives by any employee of the PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under the indemnity obligations 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 PROVIDER or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- XXV. Number of Originals. This Contract shall be executed with three (3) 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 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.

COUNTY

ATTEST:

BILLIE JO UNDERWOOD/ Date
Chairman

WAYNE DYESS/ Date
County Administrator

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____, a 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 seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

PROVIDER

Insert Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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