BID #WG21-14 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No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.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 (1) year 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.

PERFORMANCE BOND

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

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 OHSA (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.

SCOPE OF WORK

PART 1 GENERAL

1.1 SUMMARY

- **A.** The Baldwin County Commission is soliciting bids for the retrofit of chiller controls at the Baldwin County Central Annex II Building located at 22070 State Highway 59, Robertsdale, Alabama 36567.
- **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 is to be performed during standard business hours 8:00 a.m. -4:30 p.m., Monday through Friday.

1.2 SYSTEM DESCRIPTION

A. Supervisory Controller

Make and Model Metasys M4-SNE22000-0 or equivalent

Quantity One (1)

Required functions Scheduling

Alarming Trending

User interface for monitoring and adjustments

Web browser internet access

B. Chilled Water System

Make and Model Metasys CGM09090 DDC controller with panel or

equivalent

Quantity One (1)

Requirements Furnish and install start/stop, status relays for chilled

water pumps

Furnish and install chiller enable relays

Page 4 of 17

Furnish insertion temperature sensors

Furnish isolation control valves

Provide BACnet integration for each of the chiller

control panels

Furnish and install necessary sensors, relays and

interlock wiring to achieve sequences

C. Air Handling System

Make and Model Metasys CGM09090 DDC controller with panel or

equivalent

Quantity Two (2)

Requirements Furnish and install start/stop, status relays for supply fan

Furnish and install duct temperature sensors

Furnish cooling coil control valve

Furnish and install freeze-stat

Furnish OA airflow measuring station

Furnish and install differential pressure sensor and

switch

Furnish damper's actuators for outside and return air

Provide BACnet integration for each of the VFD control

panels

Provide BACnet integration for each of the AFMS

control panels

Furnish and install necessary sensors, relays and

interlock wiring to achieve sequences

D. Variable Air Volume (VAV without Heating Coil)

Make and Model Metasys M4-CVM03050-0DDC controller or equivalent

with transformer to be included at each individual unit

Quantity One (1)

Requirements Furnish and install discharge temperature sensor

Furnish and install zone temperature sensor

E. Variable Air Volume (VAV with (1) Heating Stage)

Make and Model Metasys M4-CVM03050-0DDC controller or equivalent

to be included at each individual unit

Quantity Twenty-four (24)

Requirements Furnish and install discharge temperature sensor

Furnish and install zone temperature sensors

F. Variable Air Volume (VAV with (2) Heating Stages)

Make and Model Metasys M4-CVM03050-0DDC controller or equivalent

to be included at each individual unit

Quantity Twenty-five (25)

Requirements Furnish and install discharge temperature sensor

Furnish and install zone temperature sensors

G. Exhaust Fan (EF-1, -4, -5)

Quantity Three (3)

Requirements Furnish and install start/stop, status relays for exhaust

fan

Furnish and install interlock for exhaust fans to the

AHU-1

H. Exhaust Fan (EF -6, -7

Quantity Two (2)

Requirements Furnish and install line voltage thermostat.

I. Train Employees

Requirements: Baldwin County Employees must be trained on Program

that will be installed.

J. Manual By-Pass

Requirements: There must be a Manual By-Pass in case of Control

Failure.

<u>BID #WG21-14 RESPONSE FORM</u> Purchase & Installation of Chiller Controls for the Central Annex II Building Page 1 of 2

| Date: | | | | <u> </u> | | | | | | | |
|----------------------|----------|--------|----------|-------------|-------------|------|----|---|--------|--------|----------|
| Out of State | | or | . | _ If yes, | • | N. 1 | | | | | |
| | | | | | | | | | | | |
| Company Na | ıme: | | | | | | | | | | |
| Address: | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Company Re | ep | (I | Rep. Na | ame Typed | or Printed) |) | | | | | |
| Position: | | | | | | | | | | | |
| Email addres | ss: | | | | | | | | | | |
| Phone: | | | | | | | | | | | |
| Fax: | | | | | | | | | | | |
| Alabama Ger | neral Co | ontrac | tor's L | icense Nur | nher | | | | | | |
| | | | | | | | | | | | N |
| ALABAMA LISTED ON | | | | | | | | | I BE | CLEAF | (LY |
| Financing th | rough a | nothe | r agenc | y beside yo | ourself | or | No | _ | | | |
| If yes, must a | | | | | | | | | o this | respon | se form. |
| | | | | | | | | | | | |
| Financing Ag | gency A | uthor | rized Si | gnature | | _ | | | | | |

BID #WG21-14 RESPONSE FORM
Purchase & Installation of Chiller Controls for the Central Annex II Building Page 2 of 2

| Supervisory Controller Make and Model: _ | |
|--|--|
| DDC Controller Make and Model: | |
| VAV Make and Model: | |
| Amount bid: \$ | |
| Completion time: | |
| | |

Brochures showing the equipment offered shall be attached to this Response Form. All exceptions must be listed and attached to the bid response form.

| State of Alaban | na) |
|-----------------|--|
| County of Bald | win) |
| CONT | TRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES |
| between the Co | for Professional and Construction Services is made and entered into by and bunty of Baldwin (hereinafter called "COUNTY") acting by and through its v, the Baldwin County Commission, and, (hereinafter PROVIDER"). |
| | WITNESSETH: |
| , | Whereas, |
| | |
| , | Whereas, |
| | |
| herein containe | THEREFORE , in consideration of the premises and the mutual covenants d the sufficiency of which being hereby acknowledged, PROVIDER and ereby agree as follows: |
| I. <u>]</u> | Definitions. The following terms shall have the following meanings: |
| | A. COUNTY: Baldwin County, Alabama |
|] | B. COMMISSION: Baldwin County Commission |
| • | C. PROVIDER: |
| ; ; | 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. |
| • | 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. <u>Professional Qualifications</u>. 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. <u>No Prohibited Exclusive Franchise</u>. 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. <u>Legal Compliance</u>. 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. <u>Unenforceable Provisions</u>. 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. <u>Entire Agreement</u>. 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 PROVDIER 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. <u>Assignment</u>. 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. <u>Notice</u>. 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 #WG21-14", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG21-14 – Purchase & Installation of Chiller Controls at the Central Annex II Building located in Robertsdale, AL for the Baldwin County Commission"

- 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. <u>Termination of Services</u>. 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. <u>Indemnification</u>. 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. <u>Number of Originals</u>. 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. Prior to performing services pursuant to this Contract, Insurance. 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.
- XXVIII. The public works project which is the subject of this invitation to bid is funded 100% by County Funds.
 - XXIX. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:
 - "(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of

general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published §39-1-1(f) Code of Alabama (1975), as amended.

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

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

| COUNTY | | ATTEST: | | | | |
|----------------------------|------------------------|-------------------------------------|------------------|--|--|--|
| JOE DAVIS, III Chairman | / Date | WAYNE DYESS County Administrator | / Date | | | |
| State of Alabama) | | | | | | |
| County of Baldwin) | | | | | | |
| I, | Notary 1 | Public in and for said County, in | said State, | | | |
| hereby certify that, Joe D | avis, III, whose nam | e as Chairman of Baldwin Cou | nty Commission, | | | |
| and Wayne Dyess, whose | e name as County Ac | lministrator, are known to me, a | cknowledged | | | |
| before me on this day that | t, being informed of | the contents of the Contract for | Professional and | | | |
| | • | and with full authority, executed | l same | | | |
| knowingly and with full | authority to do so on | behalf of said Commission. | | | | |
| Given under my l | nand and official seal | , this the day of, 2 | 2021. | | | |
| | | Notary Public | | | | |
| | | My Commission Expires | S | | | |

PROVIDER:

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 _____, 2021.

Notary Public

My Commission Expires