

BID #WG21-36 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No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

All bid prices will be on a firm-fixed price basis and are not subject to adjustments based on cost incurred.

Award will be to the lowest responsible bidder meeting the specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the Bid 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.

Successful bidder shall not assign this contract to any other party without prior written approval of the Baldwin County Commission. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The Baldwin County Commission intends to award the bid to one vendor.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a thirty-six (36) month period. The Contract shall commence immediately upon the same date as its full execution. It shall remain in full force and effective with firm fixed bid prices for the term of the contract period. The successful bidder acknowledges by acceptance of the County purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

CONTACT PERSON

Any questions concerning these specifications should be addressed to the Purchasing Director, Wanda Gautney, at 251-580-2520 or by email at wgautney@baldwincountyal.gov, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

SITE INSPECTIONS

All Bidders must schedule a site visits prior to submitting a bid. Contact persons for site visits are:

North Baldwin:

Derrick Crocker, Assistant Building Facilities Coordinator, at (251) 600-9716

South Baldwin:

Chris Bulman, Building Maintenance Technician, at (251) 272-2984

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the contract. The County shall make all such documents available to the bidders.

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.

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.

COMPENSATION INSURANCE

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all 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 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 each occurrence bodily injury and property damage, \$1,000,000.00 aggregate. Such policies shall name the Baldwin County Commission as an additional insured and shall contain an endorsement providing that the County will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Certificate of insurance must be presented to the County within 10 days of notice of award and prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with the Manual for Uniform Traffic Control Devices (MUTCD), latest edition, and shall be the responsibility of the contractor.

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.

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.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, Contractor 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, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Contractor. Contractor shall provide the County with proof of general liability coverage including the County as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

QUALIFICATIONS

Awarded vendor must meet the following minimum qualifications:

- Have at least three (3) years' experience providing services for Tracer Systems
- Provide five (5) customer references to include contract information (company name, phone number and email of contact person)
- Provide Technician names and copies of their certifications for Trane Tracer Ensemble, Tracer SC Operations and UC600 Programming
- 24/7 on call controls technician capable of providing all necessary Tracer System services including remote access through Trane Connect

SCOPE OF WORK

The Contractor shall provide experienced and certified personnel, applicable tools and necessary equipment to perform routine and preventative maintenance of the HVAC chillers located in the following buildings for the Baldwin County Commission in accordance to all federal, state and local laws:

Location	Equipment	Manufacturer	Model Number	Serial Number
Baldwin County Central Annex 22251 Palmer Street Robertsdale, AL 36567	Air-Cooled Chiller, Scroll Compressors	Trane	CGAM110F2L	U14F42524
Baldwin County Central Annex II 22070 State Highway 59 Robertsdale, AL 36567	Scroll and Reciprocating Liquid Chillers	York International	YLAA0080SE	SCXM892830
	Scroll and Reciprocating Liquid Chillers	York International	YLAA0080SE	SCXM892880
Baldwin County Courthouse 1 Courthouse Square Bay Minette, AL 36507	Rotary Liquid Chillers – Generic	Trane	YCAL080	RLSM020650

Baldwin County Satellite Courthouse 201 East Section Street Foley, AL 36535	Air-Cooled Screw Comp. Liquid Chiller with Centrifugal Fan	York International	YLAA080SE	2EWM006378
Baldwin County Annex V 1705 Highway 31 Bay Minette, AL 36507	Air-Cooled Chiller, Scroll Compressors	Trane	CGAM070F2M	U15H49903
	*Tracer Programmable Control	Trane	4950-0356	N/A
Baldwin County Satellite Courthouse 1100 Fairhope Avenue Fairhope, AL 36532	Air-Cooled Chiller, Scroll Compressors	Trane	CGAM090A2C	U10M20173

*Denotes chiller controls that are to be maintained under this bid as is described in the “ANNUAL MAINTENANCE/INSPECTIONS – CONTROLS (ANNEX V BUILDING ONLY)” section below.

The contract shall cover a period of three (3) years, with two (2) scheduled visits to each site per year. One (1) of the annual visits shall include thorough cleaning of the chiller coils.

All site visits shall be scheduled at least seventy-two (72) hours in advance with the applicable contact person for Baldwin County Commission Building Maintenance Department as indicated below. Vendor shall inform said contact person of their arrival and said contact person shall accompany the vendor for the duration of their visit. Upon completion of the visit, the technician shall provide a report to the Baldwin County Commission Building Maintenance representative which states the description, location and date for all services that were performed, technician comments (if applicable) and shall include the signature of both the technician and the Baldwin County representative.

North Baldwin:

Derrick Crocker, Assistant Building Facilities Coordinator, at (251) 600-9716

South Baldwin:

Chris Bulman, Building Maintenance Technician, at (251) 272-2984

All work shall be performed during normal business hours, Monday – Friday, 7:30 am – 3:30 pm. All invoices for services performed must be submitted directly to the Baldwin County Commission, 312 Courthouse Square, Suite 11, Bay Minette, AL 36507. **All invoices are to be submitted semi-annually and shall clearly state the description, location and date for all services that were performed and that are being invoiced.**

ANNUAL MAINTENANCE/INSPECTIONS – MECHANICAL

1. Air Cooled Scroll Annual Maintenance

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Verify Line Voltage

- Lock Out Tag Out Chiller
- Flow/Differential Mechanical Switch Check
- Electrical Inspection
- Meg Compressor Motor
- Meg Condenser Fan Motor
- Condenser Fans Check Per Circuit
- Visual Condenser Coil Check
- Low Temperature Sensor Calibration
- Leak Test Inspection
- Condenser Coil Cleaning
- Remove Lock Out Tag Out and Restore Power
- Control Panel Calibration Check
- Pre-Start Check
- Start Unit-Air-Cooled Includes Log
- Complete Required Paperwork

2. Air Cooled Scroll Semi-Annual Maintenance

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out Chiller
- Electrical Inspection
- Flow/Differential Mechanical Switch Check
- Condenser Fans Check Per Circuit
- Visual Condenser Coil Check
- Low Temperature Sensor Calibration
- Leak Test Inspection
- Remove Lock Out Tag Out and Restore Power
- Control Panel Calibration Check
- Pre-Start Check
- Start Unit-Air-Cooled Includes Log
- Complete Required Paperwork

3. CGAM Annual Inspection

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out
- Electrical Inspection
- Meg Compressor Motor
- Remove Panels Generic
- Compressor Oil Level Check – Air-Cooled Scroll
- Leak Test
- Strainer Maintenance – BPHE Units
- Inspect Piping – CGAM
- Coil Cleaning Water

- TechView/KestrelView Connection
 - Review Diagnostics
 - Check Fans for Rubbing
 - Check EXV Sight Glass
 - Reinstall Panels Generic
 - Run Service Report From Techview
 - Techview/KestrelView Disconnection
4. CGAM Operational Semi-Annual Inspection
- Customer Notification of Unit Maintenance
 - Initial Site Inspection
 - Visual Condenser Coil Check
 - Lock Out Tag Out
 - Compressor Oil Level Check – Air Cooled Scroll
 - Remove Lock Out Tag Out, Restore to Normal Operation
 - Tech/View/KestrelView Connection
 - Review Diagnostics
 - Check Fans for Rubbing
 - Run Service Report from TechView
 - Check EXV Sight Glass
 - TechView/Kestrel View Disconnection

***ANNUAL MAINTENANCE/INSPECTIONS – CONTROLS (Annex V Building Only)**

1. BAS Annual
- Review trends
 - Configurable Controller Controls Review
 - AHU-VAV Controls Review
 - Air Cooled Chiller Controls Review
 - Building Controller Controls Review
 - Operator Workstation
 - Programmable Controller Controls Review
2. System Analysis and Review
- Operator Workstation Inspection
 - System Controller Inspection
 - Verify System Software Programming
 - System Back-Up
 - Customer Review – 30 Minutes
 - Software Service Pack Update (Per Workstation and/or BCU)

BID #WG21-36 RESPONSE FORM

Provision of HVAC Chiller Annual Preventative Maintenance Services

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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

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

BID #WG21-36 RESPONSE FORM

Provision of HVAC Chiller Annual Preventative Maintenance Services

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	Year 1	Year 2	Year 3
1. Baldwin County Central Annex	\$ _____	\$ _____	\$ _____
2. Baldwin County Central Annex II	\$ _____	\$ _____	\$ _____
3. Baldwin County Courthouse	\$ _____	\$ _____	\$ _____
4. Baldwin County Satellite Courthouse	\$ _____	\$ _____	\$ _____
5. Baldwin County Revenue Commission (Includes chiller controls)	\$ _____	\$ _____	\$ _____
6. Baldwin County Satellite Courthouse	\$ _____	\$ _____	\$ _____

Grand Total (All Years) \$ _____

Hourly Rate for repairs not covered by maintenance agreement:

Weekdays: M – F \$ _____ per hour
Evenings \$ _____ per hour Evenings begin at: _____ P.M.
Weekends \$ _____ per hour
Holidays \$ _____ per hour List Holidays: _____

County reserves the right to modify service on an as needed basis: Units may be deleted or added.

BID #WG21-36 RESPONSE FORM

Provision of HVAC Chiller Annual Preventative Maintenance Services

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QUESTIONNAIRE

Number of years your company has been servicing HVAC chillers: _____

Number of years your company has been servicing Tracer Systems: _____

Nearest service locations: _____

List the names of the technicians employed by your company who possess certifications for Trane Tracer Ensemble, Tracer SC Operations and UC600 Programming. Attach a copy of said certificates.

List five (5) references for whom you are providing or have previously provided similar HVAC chiller maintenance services. Include the name of the company and a phone number and email address for a contact person.

1. _____
2. _____
3. _____
4. _____
5. _____

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (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 professional and construction 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 Contract, 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 #WG21-36**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG21-36 named, Provision of HVAC Chiller Annual Preventative Maintenance Services 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. Termination of Services. The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. 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 Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be \$_____. 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 the expiration of twelve-four (24) months or upon written notification thereof received by either party within the required thirty (30) 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 of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. 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, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to 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 or termination of this Contract.

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 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: Surety: As a material inducement for the County to enter this Agreement, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

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 /Date
Chairman

_____/_____
WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, 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 _____, 2021.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

_____/_____
By _____/ Date
Its _____

State of Alabama)

County of Baldwin)

I, _____, a 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 _____, 2021.

Notary Public
My Commission Expires