

BID #WG22-09 SPECIFICATIONS

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

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

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, terms of delivery, resale value of equipment, and expedient service and experience are among the factors that will be considered in determining the responsive bidder.

No bid may be withdrawn for a period of thirty (30 days) following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.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

Bidder shall submit an all-inclusive, lump sum, bid price as indicated on the Bid Response Form. The price shall include all applicable charges, including but not limited to delivery, installation, labor, materials, warranties, and incidentals for a complete working unit.

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

A copy of the standard manufacturer's warranty shall be attached to the Bid Response Form.

DELIVERY

Delivery and installation 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. Completion time shall be stated on the bid Response Form.

On-site delivery and installation shall be to the Baldwin County Annex IV Building located at 105 West 3rd Street, Bay Minette, Alabama, 36507. Delivery date and time shall be setup with Wanda Gautney, Purchasing Director, via phone at (251) 580-2520. Equipment shall be delivered to and installed on the property. Delivery and installation **shall include removal of existing generator, as well as the electrical work and installation, crane and mats, concrete slab, labor, travel, start-up, testing and lugs.**

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.

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.

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.

“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE.”

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

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; \$5,000.00 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.

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 hold 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.

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 MUTCD.

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.

GUARANTEE

A one (1) year guarantee shall be provided by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship and materials. This warranty is exclusive of:

- 1) Physical damage by the Owner and/or other trades.
- 2) "Acts of God" – fire, civil commotion, natural catastrophes or vandalism.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site.

FINAL PAYMENT

Final payment shall be withheld until provisions of the specifications are met as stated on page 4, Title 39, Section (f) of the contract, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

FUNDING SOURCE

This public works project is being funded 100% by the Baldwin County Commission.

COORDINATION WITH BALDWIN COUNTY COMMISSION

The **primary contact person** for the Baldwin County Commission will be **Wanda Gautney, Purchasing Director, at (251) 580-2520**. Junius Long, Facilities Maintenance Coordinator, at (251) 295-3133, shall be responsible for coordinating the date(s) and time(s) that work will be performed in order to ensure that there is no interruption of normal operating activities at the site.

SPECIFICATIONS FOR A NATURAL GAS GENERATOR
Gillette Model SP-2000-60 HZ (Aluminum) 200 KW or Equivalent

PART 1 GENERAL

1.1. SCOPE OF WORK

- A. The work described by these specifications includes the furnishing of all labor, materials, equipment, testing, and training to provide a complete and workable power system, including but not limited to the generator, the controller, and delivery and installation as specified herein. It is the intent of these specifications to have a single source responsibility for the generator. That is, the power system shall be finished by a single contractor who shall be responsible for the design, coordination, and testing of the complete system. All equipment shall be new and of current production of a national firm that manufactures generator sets and controls, switchgear, and/or associated accessories. **The contractor shall be responsible for constructing a concrete pad of sufficient strength and size to support the applicable operating weight of the new generator.** The scope of work regarding the generator are further detailed below.

1. Generator:

Provide and install a standby power system to supply electrical power in event of failure of normal supply, consisting of a liquid cooled natural gas engine, an AC alternator and system controls with all necessary accessories for a complete operating system. Generator will be connected to an existing transfer switch.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.
- B. The generator set must conform to applicable NFPA standards.
- C. The generator set must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.
- D. The generator set must meet EPA federal emission guidelines for stationary standby power generation.

1.3 MANUFACTURER QUALIFICATIONS

- A. This system shall be supplied by Gillette Generators, Inc. or an equivalent manufacturer who has been regularly engaged in the production of engine-alternator sets, and associated controls for a minimum of ten years, thereby identifying one source of supply and responsibility.
- B. To be classified as a manufacturer, the builder of the generator set must manufacture, at a minimum, engines, or alternators.

- C. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one-of-a-kind fabrication.
- D. The Generator should have nonproprietary controller.

PART 2 GENERATOR

2.1 ENGINE

- | | | |
|----|------------------------------------|---|
| A. | Manufacturer | Power Solutions, Inc. (PSI) or equivalent |
| B. | Model and Type | Heavy Duty, 11.1LTCAC, 4 cycle |
| C. | Aspiration | Turbocharged & Charge Air Cooled |
| D. | Cylinders | 6 Cylinders, Inline |
| E. | Displacement Cu. In. (Liters) | 674 (11.1) |
| F. | Bore & Stroke In. (Cm.) | 4.84 x 6.1 (12.3 x 15.5) |
| G. | Compression Ratio | 10.5:1 |
| H. | Main Bearings & Style | 7, Precision Half-Shell |
| I. | Cylinder Head | Cast Iron |
| J. | Pistons | Cast Aluminum |
| K. | Crankshaft | Forged Steel |
| L. | Exhaust Valve | Inconel, A193 |
| M. | Governor | Electronic |
| N. | Frequency Reg. (no load-full load) | Isochronous |
| O. | Frequency Reg. (steady state) | +/- ¼% |
| P. | Air Cleaner | Dry, Replaceable Cartridge |
| Q. | Engine Speed | 1800 |
| R. | Piston Speed, ft/min (m./min) | 18310 (558) |
| S. | Max Power, bhp (kwm) Standby/LPG | 208 (155) |
| T. | Max Power, bhp (kwm) Standby/NG | 315 (235) |
| U. | Ltd. Warranty Period | 12 Months or 2000 hrs., first to occur |

2.2 FUEL SYSTEM

- | | | |
|----|------------------------------|-----------------------|
| A. | Type | Natural Gas |
| B. | Fuel Pressure (kpa), in. H2O | (1.74-2.74), 7" – 11" |

C.	Secondary Fuel Regulator	Natural Gas
D.	Auto Fuel Lock-Off Solenoid	Standard on all sets
E.	Fuel Supply Inlet Line	2” NPTF

2.3 FUEL CONSUMPTION

A.	Natural Gas: Cubic feet per hourStandby	
	100% LOAD	2115 (59.9)
	75% LOAD	1649 (46.7)
	50% LOAD	1158 (32.8)

2.4 OIL SYSTEM

A.	Type	Full Pressure
B.	Oil Pan Capacity qt. (L)	26.4 (25.0)
C.	Oil Pan Capacity with filter qt. (L)	28.8 (27.0)
D.	Oil Filter	1, Replaceable Spin-On

2.5 ELECTRICAL SYSTEM

A.	Ignition System	Electronic
B.	Eng. Alternator/Starter	24 VDC, negative ground, 45 amp/hr.

2.6 COOLING SYSTEM

A.	Type of System	Pressurized, closed recovery
B.	Coolant Pump	Pre-lubricated, self-sealing
C.	Cooling Fan Type (no. of blades)	Pusher (12)
D.	Fan Diameter inches (mm)	38” (965)
E.	Ambient Capacity of Radiator	125 degrees Fahrenheit, 51.6 degrees Celsius
F.	Engine Jacket Coolant Capacity Gal (L)	5.5 (21.0)
G.	Radiator Coolant Capacity Gal (L)	30.6 (116)
H.	Maximum Restriction of Cooling Air Intake and discharge side of radiator In. H2O (kpa)	0.5 (.125)
I.	Water Pump Capacity gpm (L/min)	175 (284)
J.	Heat Reject Coolant: Btu/min (kw)	8100 (142)

K. Low Radiator Coolant Level Shutdown Standard

2.7 AIR REQUIREMENTS

A.	Combustion Air, cfm (kg/hr)	448 (12.7)
B.	Radiator Air Flow cfm (sq. m/min)	18,000 (510)
C.	Heat Rejected to Ambient:	
	Engine: kw (btu/min)	60.3 (3430)
	Alternator: kw (btu/min)	16 (910)

2.8 EXHAUST SYSTEM

A.	Exhaust Outlet Size	3.5"
B.	Max. Back Pressure, in. hg (KPA)	3.0 (10.2)
C.	Exhaust Flow, at rated kw: cfm (sq. m/min)	1425 (40.3)
D.	Exhaust Temp., at rated kw	1382 degrees Fahrenheit, 750 degrees Celsius

2.9 BATTERY

A. Standard battery as per the manufacturer's recommendations that shall maintain system compatibility with the generator, circuit breaker and all other system components

2.10 SOUND LEVELS MEASURED IN dB(A)

A.	Open Set	Level 2 Encl.
	Level 2, Critical Silencer	90
	Level 3, Hospital Silencer	71

2.11 DERATE GENERATOR FOR ALTITUDE

A. 3% per 1000 ft. (305m) above 3000 ft. (914m) from sea level

2.12 DERATE GENERATOR FOR TEMPERATURE

A. 2% per 10 degrees Fahrenheit (5.6 degrees Celsius) above 104 degrees Fahrenheit (40 degrees Celsius)

2.13 DIMENSIONS AND WEIGHTS

A.	Open Set	Level 2 Encl.
	Length in (cm)	132 (335)
	Width in (cm)	52 (132)
	Height in (cm)	80 (203)
	3 Ø Net Weight lbs (kg)	6375 (2891)
		8975 (4071)

3 Ø Ship Weight lbs (kg)

6725 (3050)

9325 (4230)

2.14 ENCLOSURE

- A. Weather/sound proof aluminum housing protective enclosure
- B. Rated for 180 MPH winds
- C. Corrosion resistant
- D. 9 Heated and Agitated Wash Stages
- E. Zinc Phosphate etching-coating stage
- F. Final baked on enamel powder coat
- G. 18/8 stainless steel hardware

PART 3 DIGITAL MICROPROCESSOR CONTROLLER – GENERATOR

3.1 SPECIFICATIONS

- A. Make and Model Power Solutions, Inc. (PSI) Deep Sea 7420 or equivalent

3.2 FEATURES

- A. Backlit, digital display that continuously displays the status of the engine and the generator, including warnings and shut down status when applicable
- B. Controller shall also monitor speed, frequency, voltage, current, oil pressure, coolant temp., and fuel levels
- C. (11) configurable inputs
- D. (8) configurable outputs
- E. Mains (utility) failure detection
- F. (250) event logs
- G. Configurable timers
- H. Automatic shutdown or warning during fault detection
- I. Remote start (on load)
- J. Engine preheat
- K. Advanced metering capability
- L. Hour meter
- M. Text LCD displays

- N. Protected solid state outputs
- O. Test buttons for stop/reset
- P. Manual mode
- Q. Auto mode
- R. Lamp test
- S. Start button
- T. Power monitoring (kWh, kVAr, kVAh, kVArh)
- U. Expansion features including RS232, RS484 (using MODBUS-RTU/TCP)
- V. Direct USB connection with PC
- W. Expansion option using DSENet for remote annunciation and remote relay interfacing for a distance of up to 3300 feet
- X. Controller software available to download from the internet which allows monitoring with direct USB cable, LAN, or by internet via the built-in web interface

4.1 ENGINE

Full flow oil filter, Air filter, Oil pump, Solenoid type starter motor, Hi-temp radiator, Jacket water pump, Thermostat, Pusher fan and guard, Exhaust manifold, 24 VDC Battery charging alternator, Flexible exhaust connector, Isochronous duty, electronic governor, Secondary dry fuel regulator, dry fuel lock-off solenoid, Vibration isolators, Closed coolant recovery system with 50/50 water to anti-freeze mixture

5.1 AC GENERATOR SYSTEM

AC generator, Shunt excited, Brushless design, Circuit Breaker installed and wired to gen-set, Direct connection to engine with flex disc, Class H, 180°C insulation, Self-ventilated, Drip proof Construction, UL Certified

6.1 VOLTAGE REGULATOR

1/2 % Voltage regulation, EMI filter, Under-speed protection, Over-excitation protection, total encapsulation

7.1 DC ELECTRICAL SYSTEM

Battery tray, Battery cables, Battery hold down straps, 2-stage battery float charger with maintaining & recharging automatic charge stages

PART 8 ADDITIONAL PROJECT REQUIREMENTS

8.1 FACTORY TESTING

- A. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:
 - 1. Verifying all safety shutdowns are functioning properly.
 - 2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.
 - 3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

8.2 OWNER'S MANUALS

- A. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

8.3 WARRANTY

- A. The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 24 months. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. Travel and labor shall be included for the first 12 months.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

8.4 INSTALLATION

- A. Amounts bid shall be all-inclusive, including but not limited to the following: all electrical work, labor, materials, concrete pad, crane, connection to the existing Automatic Transfer Switch and Generator and Power Company fees, permit fees, and all other expenses and materials necessary for the delivery and installation of the items bid.
- B. Gas line to the generator shall be the responsible of Baldwin County. Baldwin County is responsible for generator rental while installation is being done.

8.5 TESTING

- A. All components of the electrical power system shall be sufficiently tested during design verification, production, and after delivery and installation is completed.
 - 1. Design Prototype Tests: Components of the emergency system such as the engine/generator set, and accessories shall not be subjected to prototype tests since the tests are potentially damaging. Rather, similar design prototypes and pre-production models, which will not be sold, shall have been used for said tests. Prototype test certification and specification sheets showing all standard and optional accessories to be supplied, schematic wiring diagrams, dimension

drawings, and interconnection diagrams shall be included with the bid submission.

2. Production Tests: The automatic transfer switch shall be tested under load with all guards in place. The complete automatic transfer switch shall be subjected to a dielectric strength test per NEMA Standard ICS 1-109.05. The control panel shall meet or exceed the voltage surge withstand capability in accordance with ANSI C37.90a-2978 and the impulse withstand voltage test in accordance with NEMA Standard ICS 1-109.
3. Site Tests: The contractor shall perform a comprehensive installation check, start-up, and building load test. The County contact person shall be notified prior to and shall be present for the final site test.

BID #WG22-09 RESPONSE FORM

Purchase & Installation of One (1) 200 kW Natural Gas Generator

Page 1 of 2

Date: _____

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

Company Name: _____

Address: _____

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

Position: _____

Email address: _____

Phone: _____

Fax: _____

Contractor's License Number _____

(License Issued by the Alabama State Licensing Board for General Contractors)

**ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY
LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE.**

Financing through another agency beside yourself _____ or x
Yes No

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

Financing Agency Authorized Signature

BID #WG20-39 RESPONSE FORM

Purchase & Installation of One (1) 200 kW Natural Gas Generator

Page 2 of 2

Generator Make and Model: _____

Amount Bid: \$ _____

Completion Time after Receipt of Order (Days) _____

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 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 necessary equipment, resources and 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 #WG22-09**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG22-09 named, Purchase and Installation of One (1) New 200 kW Natural Gas Generator for the Baldwin County Annex IV Building located in Bay Minette, Alabama 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 ten (10) 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 costs, incidentals and operating expenses 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 **thirty (30) 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 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. The public works project which is the subject of this invitation to bid is funded 100% by County Funds.

XXIV. 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:

JAMES E. BALL / 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, James E. Ball, 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 PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER

Insert Name

_____/_____
By _____/Date
Its _____

State of _____)

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 _____, 2021.

Notary Public
My Commission Expires