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Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project

ADCNR Grant #: S1P11-LHSP
RESTORE Act Spill Impact project titled "State Expenditure Plan #11

PROJECT No. BCP 0206916

ENGINEER:



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**STATE OF ALABAMA
BALDWIN COUNTY**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2022, by and between BALDWIN COUNTY, ALABAMA (hereinafter called the COUNTY), acting by and through its COUNTY COMMISSION, and **NEEL-SCHAFFER, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

COUNTY – Baldwin County, Alabama (Baldwin County Highway Department)

COUNTY COMMISSION – Baldwin County Commission, the governing body of Baldwin County, Alabama, the party of the first part of the Agreement.

COUNTY ENGINEER - That person designated by the COUNTY as COUNTY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the Baldwin County Highway Department and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **NEEL-SCHAFFER, INC.**

NOTICE TO PROCEED - A written notice to proceed issued by the County Engineer either for any phase set out in Section III or for requested additional services.

PRELIMINARY PROJECT COST ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – **Engineering/Environmental Services For The Lillian Park Beach Habitat and Shoreline Protection Project, Baldwin County Project No. BCP 0206916.** This CONTRACT is for Engineering/Environmental Services for the Lillian Park Beach Habitat and Shoreline Protection Project.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications

by the Alabama Department of Transportation
(<https://www.dot.state.al.us/conweb/specifications.html>)

II. STANDARDS

The COUNTY hereby retains the ENGINEER and the ENGINEER agrees to perform for the COUNTY all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this project, will meet the requirements for conformance with the STANDARD SPECIFICATIONS and applicable local ordinances, and will ascertain the practices of the COUNTY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the COUNTY for review and administrative approval only.

Additional Conditions for the grant award and this CONTRACT are detailed in Exhibits D-H, which are attached hereto and incorporated herein.

This contract is subject to the terms and conditions of ADCNR Subaward Grant Agreement #S1P11-LHSP, County Resolution 20-1134 between ADCNR and the COUNTY, the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Direct Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the ENGINEER, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

The scope of work is to perform Engineering & Design Services for the Lillian Park Beach Habitat and Shoreline Protection Project and is divided into two tasks (Basic Services and Additional Services)

Services to be Rendered. ENGINEER 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 "Request for Qualifications," the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in the Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services"

Should the COUNTY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the COUNTY ENGINEER to provide a status report and progress at each meeting. These meetings shall continue until all contracted obligations are met and the COUNTY is satisfied all work is complete.

The ENGINEER shall submit, in writing, for the COUNTY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The COUNTY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The COUNTY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

A. Engineering and Design (Basic Services)

1. General

Should the COUNTY ENGINEER request, the ENGINEER shall schedule and conduct biweekly meetings with the COUNTY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

The COUNTY will provide all existing data available from the County will also be compiled, including, if available, maintenance dredging activity, as-built drawings of the existing project features, information on any other maintenance activities associated with the waterfront and nearshore features, existing permits for the project site features, as well as any supporting engineering documents for original construction, maintenance, or permitting.

The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations. The detailed Engineering and Design Scope of Work shall be in accordance with Exhibit B.

As part of this scope of work, the ENGINEER will evaluate the performance of the selected alternative, develop forcing conditions to inform design, conduct coastal design calculations, and provide geometric design recommendations for proposed project features.

2. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, estimates of probable construction cost, construction contracts, bid documents, advertisements, and proposals. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities in the project area. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The COUNTY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with

the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the COUNTY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at stages of development as outlined below. COUNTY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the COUNTY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **Preliminary Design Submittal** (approximately 50% completion) shall be made **six (6) months** after NOTICE TO PROCEED. Review all documents provided by the COUNTY from the preliminary engineering. Identify any additional survey needs. An existing conditions/demolition plan sheets showing updated survey, plan and profile layout sheets, , typical sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, Preliminary Project Cost Estimate, and Preliminary Technical Specifications will be submitted. At this submittal, all utility conflicts should be identified.
 - (2) **Final Design Submittal** (100% completion) shall be made **four (4) months** After Preliminary Design. The Engineer shall review and address all comments provided by the COUNTY from the Preliminary Design Submittal and finalize the development of construction plans and specifications along with contract documents to successfully hold a competitive bid for the construction of the project.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the COUNTY immediately upon COUNTY's tender of payment of fees.
- c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the **Title Sheet** of the plans.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the COUNTY. The COUNTY shall be provided at least two (2) 11x17 copies and one (1) full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in

connection with the use and occupancy of the project by the COUNTY for present and future needs. Any reuse will be at the COUNTY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the COUNTY all documents and records provided by the COUNTY and those produced, developed or used by the ENGINEER for this project.

- f. ENGINEER deliverables, as specifically provided in this Scope of Services, shall include, electronic/computer-aided design and drafting (CADD) files in a format acceptable by the COUNTY. Unless specifically directed otherwise by the COUNTY prior to execution of this CONTRACT, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the COUNTY. COUNTY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the COUNTY immediately upon COUNTY's tender of payment of fees.

3. Bidding Support Services

Upon approval of the bid package and if requested from the COUNTY by a NOTICE TO PROCEED, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the COUNTY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

- a. Assist the COUNTY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the COUNTY ENGINEER.
- b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
- c. The ENGINEER will assist the COUNTY in an electronic bidding process if necessary.
- d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the project should be indicated on this list.

- e. The current COUNTY Contract Documents shall be used on this project. Only additional Special Provisions may be added to these documents to describe special requirements particular to this project.
- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the COUNTY ENGINEER along with recommendation of the CONTRACTOR submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the COUNTY COMMISSION, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) copies to the COUNTY ENGINEER for execution by the COUNTY COMMISSION.
- h. The ENGINEER shall conduct a Pre-construction conference with the COUNTY staff, the CONTRACTOR, the testing firm, and all utilities involved in the project to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the project.

B. Data Collection and Permitting (Additional Services)

Data Collection and Environmental Permitting will be completed as necessary to perform Engineering and Design. The detailed Data Collection and Permitting Scope of Work shall be in accordance with Exhibit B.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The COUNTY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. The COUNTY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the COUNTY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The COUNTY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the COUNTY's convenience, due to events beyond the control of the COUNTY, or for any other reasons. After the COUNTY suspends the project for more than ninety (90)

consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The COUNTY and the ENGINEER each binds itself, its successors, and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the COUNTY nor the ENGINEER shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force starting April 30, 2022 and shall follow the subaward agreement until completion of the project period, which is October 30, 2023 unless otherwise amended. If the project period in the subaward agreement is extended, and the COUNTY deems necessary, the CONTRACT time may be extended by mutual agreement between the COUNTY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the COUNTY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Baldwin County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the COUNTY. All payments to the ENGINEER for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the COUNTY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by COUNTY of the deliverables listed in Section III, COUNTY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit B and as authorized by the COUNTY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. ENGINEER shall perform Engineering and Design Phase services through Coastal Bidding Support Services, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Coastal Engineering & Habitat Processes Study of this CONTRACT shall not exceed \$88,078.00 (Eighty-Eight Thousand Seventy-Eight Dollars and Zero Cents).

- b. ENGINEER shall perform Additional Services, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Coastal Engineering & Habitat Processes Study of this CONTRACT shall not exceed \$77,832.00 (Seventy-Seven Thousand Eight Hundred Thirty-Two Dollars and Zero Cents).
- c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to COUNTY for such failure. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the COUNTY, the COUNTY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the COUNTY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees to be paid the ENGINEER associated with the above mentioned PROJECT Design through Engineering and Design shall not exceed \$165,910.00 (One Hundred Sixty-Five Thousand Nine Hundred Ten Dollars and Zero Cents).

COUNTY or ENGINEER may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by ENGINEER has been affected by such change properly approved, ENGINEER's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: Contractor shall indemnify, defend and hold harmless COUNTY and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) to the extent arising from or in connection with CONTRACTOR's negligent performance under this CONTRACT, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. INSURANCE: For the duration of this CONTRACT, ENGINEER shall maintain the following minimum amounts for each Project:

ENGINEER shall name Baldwin County as an additional insured.

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per occurrence.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of Baldwin County.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of Baldwin County.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name Baldwin County as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by Baldwin County.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to Baldwin County.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to Baldwin County, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to Baldwin County.

VII. E-VERIFY

By signing this CONTRACT, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is ADCNR Subaward Grant Agreement #S1P11-LHSP, County Resolution 20-1134.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION

ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Baldwin County Commission policies, which requires, inter alia, that all contractors performing work for Baldwin County not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

IN WITNESS WHERE OF, _____, a corporation,
has caused its name to be signed hereto by _____, its
_____, and by _____, its Secretary, both duly
authorized in full to bind the corporation, and the Baldwin County Commission, a municipal corporation,
has caused this instrument to be executed by its Commissioner and attested by its Commissioner on the
day and year first above written.

Baldwin County Commission

By: _____

ATTEST:

By: _____

NEEL-SCHAFFER, INC.

By: _____

Its: Vice President

Address: 851 E I-65 Service Road South
Suite 1000
Mobile, AL 36606

Telephone: 251-471-2000

ATTEST:

By: _____

Kirby Latham

Its: Engineer Manager

CORPORATE SEAL

EXHIBIT A: Project Vicinity Map



EXHIBIT B: Engineering and Design Scope of Work:

EXHIBIT C: ENGINEER’S FEE SCHEDULE:

PROJECT – Engineering/Environmental Design Services for the Lillian Park Beach Habitat and Shoreline Protection Project

Baldwin County Project No. BCP 0206916

Basic Services

Engineering and Design	\$88,078.00
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Additional Services

Data Collection and Permitting	\$77,832.00
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<u>CONTRACT Not to Exceed</u>	<u>\$165,910</u>
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FUNDING SOURCE: ADCNR Subaward Grant Agreement ##S1P11-LHSP, County Resolution 20-1134

EXHIBIT D: CERTIFICATIONS, AFFIDAVITS & INSURANCE

STATE OF ALABAMA
COUNTY OF BALDWIN

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the County of Baldwin to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

CEO of _____

Sworn to and subscribed before me this the ____ day of _____, 20__.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public