

SUPPLEMENTAL AGREEMENT FOR UTILITY RELOCATION COST

PROJECT NUMBER ERPR-9072(967)
 COUNTY NUMBER HW22168
 COUNTY BALDWIN

THIS SUPPLEMENTAL AGREEMENT is entered into by and between the **COUNTY** of BALDWIN acting by and through its **COUNTY COMMISSION**, hereinafter referred to as the **COUNTY**, and EAST CENTRAL BALDWIN WATER AUTHORITY, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the parties did enter into an Agreement effective the 18TH day of JULY, 2023 for the relocation of a specific portion of the **UTILITY'S** facilities in conflict with the construction of the above referenced project; and

WHEREAS, certain conditions encountered necessary to the construction of the project have caused an increase in the original estimated cost of relocation, the parties desire to enter into this Supplemental Agreement to cover an increase in estimated cost in the amount of \$ 20,985.00 as described in detail in Supplemental Estimate No. 1 transmitted herewith and made a part hereof by reference;

NOW, THEREFORE, the parties do hereby agree that the original Agreement be and the same is hereby amended by this Supplemental Agreement consisting of the above mentioned items and prices, and they do agree that the estimated cost contained in the original Agreement be increased in the amount of the increased estimated cost above set forth, and that this Supplemental Agreement be and is hereby made a part of the original Agreement to be performed under the terms and conditions thereof, and that said original Agreement is in full force and effect except insofar as it might be modified by this Supplemental Agreement.

The paragraphs set forth below are applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

In the event any Federal Funds are utilized for this work the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. By signing this contract, the **COUNTY** and **UTILITY** 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.

2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

WITNESS:

Audrey Childress

EAST CENTRAL BALDWIN WATER AUTHORITY

(Legal Name of Utility)

BY:

Ryan Frolik
(Signature)

RYAN FROLIK

(Type or Printed Name)

GENERAL MANAGER

(Type or Printed Title)

22844 COUNTY RD 87

(Address)

ROBERTSDALE, AL 36567

(Address)

251-942-1242

(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
COUNTY ENGINEER

BY: _____
REGION ENGINEER

COUNTY OF BALDWIN

BY: _____
CHAIRMAN, COUNTY COMMISSION

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____