

BALDWIN COUNTY COMMISSION



DOCUMENTS & CONSTRUCTION SPECIFICATIONS

FOR

PERDIDO BAY PARK PIER RESTORATION

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ITEM I

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama, 36507, until **3:00PM on September 6, 2022**, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows: **BID #WG22-62- PERDIDO BAY PARK PIER RESTORATION PROJECT FOR THE BALDWIN COUNTY COMMISSION**
SIXTY (60) WORKING DAYS are allowed for the construction of the project.

Working Day (Daytime Work), Any Calendar Day from midnight to midnight, exclusive of Saturdays and Legal Holidays (as defined herein), on which the Contractor could proceed with construction operations for a period of six hours or more with the normal working forces engaged in performing work on the controlling item or items of work, which normally would be in progress at that time, will be classified as a working day. Saturdays and Legal Holidays on which the Contractor elects to work for a period of four hours or more will be classified as a working day.

All bids must be on blank forms provided in the Specifications with *the* Contract booklet submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's Bond, payable to Baldwin County, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than fifty thousand dollars shall be filed with the proposal. The bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A Labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, 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. The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed in accordance with the terms of the contract.

Plans and Specifications can be downloaded from the Purchasing website at www.baldwincountyal.gov No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on, August 30, 2022, at 3:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

The Public works project which is the subject of this invitation to bid is funded with 75% Federal Emergency Management Agency (FEMA) participation and 25% County funds.

Davis Bacon Wage Rates do not apply.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this construction in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, Montgomery, Alabama., as required by Chapter 8 of Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation or any other entity, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, if required by law.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Commission of Baldwin County, Alabama. The right to reject any or all bids and to disregard any minor irregularities is reserved by the owner.

COUNTY COMMISSION OF
BALDWIN COUNTY,
ALABAMA

James E. Ball _____ s/s
James E. (Jeb) Ball
Chairman, Baldwin County Commission

ITEM II

INSTRUCTIONS TO BIDDERS

I. PREPARATIONS OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates and inspections of the land, facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in. **Bidders are required to submit all Contract Documents and Specifications, including any addendums, upon submittal of bid.**

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY BALDWIN COUNTY, ALABAMA:

The County Commission of Baldwin County, Alabama, will not furnish any labor, material, or supplies unless specifically provided in the Contract.

3. SIGNATURE TO BIDS:

Each bid must give the full business address of the Bidder and must be signed by him or her with their usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the County Commission of Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing on behalf of the corporation or entity shall be furnished.

4. BIDS FOR ALL OR PART:

Each project will be bid separately unless otherwise expressly requested in the Proposal. Combination bids, that is, bids on separate projects lumped together as a single bid, or an all or none bid or an all or none basis, will not be accepted unless the Proposal expressly requests or permits same.

5. ALTERNATE BIDS:

Alternate bids will not be considered unless requested.

6. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules, and drawings which form the basis of any bid will be considered as a part thereof and will form a part of the Contract.

Copies of these papers, together with a copy of the standard contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the advertisement of invitation.

7. CHANGES IN BID SPECIFICATIONS:

There shall be no changes in the bid specifications starting 48 hours prior to the scheduled bid opening.

Exception: On building construction and road or bridge projects, the Architect or Engineer may answer questions, issue clarifications and make minor additions and subtractions, which do not involve a major change in the scope of the work, up to 8 hours prior to bid opening.

8. CORRECTIONS:

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

9. OWNER:

Where the word "Owner" appears herein, the same refers to Baldwin County, Alabama, and includes the County Commission of Baldwin County, its governing body.

10. GUARANTEE AND INSURANCE:

Security is required to ensure the execution of Contract and bond for performance of the services, and no bid will be considered unless it is so guaranteed. The bidder must furnish with the bid a guaranty bond or cashier's check drawn on an Alabama bank in the amount of 5% of the bid price (not to exceed \$50,000.00), payable to Baldwin County Commission, Baldwin County, Alabama. Cashier's check or bid bonds, will, at the option of the Owner, be paid into the funds of Baldwin County, Alabama, as liquidated damages upon failure of the successful bidder to execute the written contract and furnish the performance bond, labor and materials bond, Alabama General Contractor's license and insurance coverage as hereinafter required, within ten consecutive calendar days following written notice of the award of the Contract.

11. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company, respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any bid or contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and amounts of required bonds and insurance policies,

A performance bond in the form and terms approved by the County in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the County in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, 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, The right is reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

12. MARKING AND MAILING BIDS:

Bids, with their guarantee, must be securely sealed in suitable envelopes, addressed and marked on file outside “COUNTY COMMISSION OF BALDWIN COUNTY, BIDS FOR PROJECT: PERDIDO BAY PARK PIER RESTORATION - SIXTY (60) WORKING DAYS -to be opened September 6, 2022 at 3:00 PM.”(List Project Number, Names, and General Contractor’s License Number on envelope and General Contractor’s License Number) *Please return the entire contract book*

13. TIME FOR RECEIVING BIDS:

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN: Wanda Gautney, **(mailing) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507**. The Commission cannot guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as required, Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, **“COUNTY COMMISSION OF BALDWIN COUNTY, BIDS FOR PROJECT: PERDIDO BAY PARK PIER RESTORATION - SIXTY (60) WORKING DAYS - to be opened September 6, 2022, at 3:00 PM”**. Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence, Bidders and any other interested individuals are invited to attend the bid opening,

14. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written, or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened,

15. BIDDERS PRESENT:

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

16. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided the bid is reasonable and is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality or irregularity in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract. In addition, the Owner reserves the right to reject a bid if the Owner concludes that, due to the bidder's current workload, the bidder may not be *able* to satisfactorily complete additional work if the project is awarded. The bid confers no right for the withdrawal of the bid after it has been opened.

17. BIDDERS PRESENT:

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

18. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation or other entity in which the party has a substantial interest, or in which the party is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The County Commission of Baldwin County reserves the right to determine, in its discretion, whether the provisions of this clause have been violated by any bidder.

19. ERRORS IN BIDS:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and the Bidders cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

20. CONTRACT AND BOND:

The bidder to whom award is made must, when requested, enter into written contract similar to the standard format as on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 10 days after the required forms are presented to the bidder for signature.

21. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the County.

22. SUBLETTING OR ASSIGNING OF CONTRACT:

a. Limitations. The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, or Contractor's right, title or interest therein, or the power to execute such contract, to any person, firm or corporation without written consent of the County, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

b. Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor, and the Contractor will be responsible to the County for all of the subcontractor's work, including failures or omissions, and removal may be required by the Engineer, as in the case of an employee.

ITEM III
PROPOSAL

DATE: _____

Proposal of, _____ Alabama License No. _____

for the performance of all work and the furnishing of all labor and materials required by the Contract terms, specifications, and special provisions

The specifications are attached hereto and specified and made a part hereof.

TO: The County Commission of Baldwin County

Dear Sirs:

The following proposal is made on behalf of _____ and

No others. Evidence of _____ authority to submit the proposal is herewith furnished.

The proposal is made without collusion on the part of any person, firm or corporation

_____ certifies that _____ has carefully examined the plans for this project and the specifications attached hereto including the special provisions and has also personally examined the site of work. On the basis of the specifications and plans, proposes to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in the manner specified, _____ further agrees to complete all the work in _____ SIXTY (60) WORKING DAYS.

_____ understands that the quantities below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the price bid, subject to adjustments as specified in Section 104 of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition manual.

_____ further proposed to perform all "Force Account or Extra Work" that may be required of _____ on the basis provided in the Specifications attached hereto, and to give such work the personal attention necessary in order to see that it is economically and timely performed.

_____ further proposed to execute the attached Contract as soon as the work is awarded to _____ and to begin and complete the work within the respective time limit provided for in the Specifications and Notice to Contractors hereto attached.

_____ also proposed to furnish a Contract Performance Bond, approved by the Owner, in an amount equal to the total amount of the bid. This bond shall serve not only to guarantee the completion of the work on _____'s part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

_____ encloses a cashier's check for

_____ Dollars

\$ _____ or bid bond in the form specified for five(5%) percent of _____'s Bid (not to exceed \$50,000.00 Dollars) and hereby agrees that, in case of _____'s failure to execute a Contract and furnish Bond within 10 days after notice of award, the awarding authority shall retain from the proposed guaranty, if it be cashier's check or recover from the principal or the sureties, if the guaranty be a bid bond, the difference between the amount of the contract as awarded and the amount of the proposal of the next lowest bidder. If no other bids are received, the full amount of the proposal guaranty shall be so retained or recovered as liquidated damages for such default. It

is understood that, in case the work is not awarded to _____ the check will be returned as provided in the Specification hereto attached.

Signature of Bidder (If Firm or Individual) _____

By: _____

Address of Bidder _____

Name of Address of Member of Firm _____

Signature of Bidder (Corporation) _____

_____ Business Address _____

President

_____ Business Address _____

President

Attest: _____ Incorporated in _____

State

ITEM IV

CONTRACT SCHEDULE

FOR PROJECT PERDIDO BAY PARK PIER RESTORATION

The following items shall be constructed in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition*, except as modified herein:

NOTES:

1. The following unit prices shall include all labor, materials, equipment rental, overhead, profit, insurance, costs, expenses, etc., to cover the finished work.
2. The Bidder understands that the Owner reserves the right to reject any and all bids.
3. The Bidder understands that he must submit this entire booklet with the bid.

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ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
206-A	DEMO AND REMOVAL OF REMAINING WOODEN DECKING AND HANDRAIL	LS	1		
1000-A	WOODEN BOARDWALK-COMPLETE IN PLACE WITH HANDRAILS	SF	1,103		
600-A	MOBILIZATION	LS	1		
				TOTAL	

ITEM V

BOND INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph, and the Bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.
5. All bonds must be originals and four (4) original bonds must be included once contractor is awarded the project).

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ITEM VI
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

As Principal, and _____ of

_____, as Surety,
are held

Firmly bound unto BALDWIN COUNTY, ALABAMA, and the BALDWIN COUNTY COMMISSION, a political subdivision of and body corporate in the State of Alabama, as Obligee, in the full and just sum of FIVE PERCENT (5%) OF AMOUNT BID (Maximum Amount of Bond \$50,000), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting its proposal for: **PERDIDO BAY PARK PIER RESTORATION**

The condition of this obligation is such that, if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and of the proposal of the next lowest bidder, which amount shall not exceed \$50,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____

Witness as to Principal

Contracting/Date

By: _____
(SEAL)

Name of Surety

By: _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURE

ITEM VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

(Insert here the name and address of legal title of Contractor)

_____ hereinafter called the Principal, and
(Insert here the name and address of legal title of one or more sureties)

_____ and

_____ and

Hereinafter called the Surety or Sureties, are held and firmly bound unto Baldwin County, Alabama, and the Baldwin County Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Owner, in the sum of

_____ Dollars

(\$ _____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated, entered into a contract with the Owner for:

_____.

Which agreement is by reference made a part hereof. NOW, THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on Principal's part, and satisfy all claims and demands, incurred for the same and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default, thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default shall be brought on this Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____

(Individual Principals sign here)

_____ (SEAL)

By: _____ (SEAL)

In the Presence Of:

_____ (SEAL)
(Corporate Principal sign here)

Attest: _____

By: _____
Surety Sign Here

Witness:

By: _____

ITEM VIII

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as
Principal, and _____ as
Surety, are held and firmly bound unto said Baldwin County, Alabama, and the Baldwin County
Commission, a political subdivision of and body corporate in the State of Alabama, hereinafter called the
Obligee, in the penal sum of

_____ Dollars (\$ _____) lawful money of the United States, for the
payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee,
dated _____ (hereinafter called the Contract) for _____ :

_____ which
Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the said
Principal and all subcontractors to whom any portion of the work in said Contract is sublet and all
assignees of said Principal and of such subcontractors shall promptly make payments to all persons
supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided
for in such Contract, or any amendment or extension of or addition to said Contract, and for the
payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims
against the contractor arising out of or in connection with the said contract, then the above obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the
prosecution of the work provided for in said Contract shall have a direct right of action against the
Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in
the County in which the work provided for in said Contract is to be performed or in any County in
which said Principal or Surety does business. Such right of action shall be asserted in a proceeding
instituted in the name of the claimant or claimants for their use and benefit against the Principal and
Surety, or either of them, (but not later than one year after the final settlement of said Contract falls due)
in which action such claim or claims shall be adjusted, and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the Chairman of the County
Commission of Baldwin County, Baldwin County, State of Alabama, or his successor or representative
as the agent of each of them to receive and accept services of process or other pleading issued or filed
in any proceeding instituted on this bond and hereby consent that such service shall be the same as
personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under
Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject
to any suit, action or proceeding thereon that is instituted later than one year after the final settlement
of said contract.
- (e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama
approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and
other public works and suits thereon".

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____

(Individual Principals sign here)

_____ (SEAL)

By: _____ (SEAL)

In the Presence Of:

_____ (SEAL)
(Corporate Principal sign here)

Attest: _____

By: _____
Surety Sign Here

Witness:

By: _____

ITEM IX

INSURANCE REQUIREMENTS

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the Baldwin County Commission, Baldwin County, Alabama, at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. The requirements shown for "large projects" are for those projects whose bid is greater than or equal to \$250,000. The requirements shown for "small projects" are for those with bids less than \$250,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- and must be acceptable to the Baldwin County Commission, Baldwin County, Alabama. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the Baldwin County Commission, Baldwin County, Alabama, for prior approval.

No work shall be performed until proof of compliance with the insurance requirements has been received by the Baldwin County Commission.

(a) Worker's Compensation and Employees Liability

Part Statutory Benefits as required by the State of Alabama

One: Part Employers Liability

Two:	<u>Large Projects</u>	<u>Small Projects</u>
Each Accident	\$1,000,000	\$500,000
Each Employee	\$1,000,000	\$500,000
Policy Limit	\$1,000,000	\$500,000

- i. U. S. Longshoremen & Harbor workers' Act (USL&H)- Required if contract involves work near a navigable waterway that may be subject to the USL&H law.
- ii. Maritime Endorsement (Jones Act)- Endorsement required if contract involves the use of a Vessel or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I).

Bodily Injury by accident (Each Accident)	\$1,000,000	\$500,000
Bodily injury by disease (Aggregate)	\$1,000,000	\$500,000

(b) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

	<u>Large Projects</u>	<u>Small Projects</u>
Each Occurrence	\$1,000,000	\$500,000
Personal and Advertising Injury	\$1,000,000	\$500,000
Products/completed	\$2,000,000	\$500,000
Operation Aggregate		
General Aggregate	\$2,000,000	\$500,000

Coverage to include:

Premises and operations
Personal Injury and Advertising injury
Independent Contractors
Blanket Contractual Liability
Explosion, Collapse and Underground hazards
Broad Form Property Damage
Products/Completed Operations - This shall remain in effect for 24 months beyond completion and acceptance by owner *Of* the project, whichever is later.
Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.
The contractor shall name the Baldwin County Commission, its employees and agents as additional insured for claims arising out of the Contractors and/or Subcontractors work. The ISO Form CG 20 IO 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form **MUST** include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due.
Aggregate limits to be on a "per project" basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of Baldwin County Commission, Baldwin County, Alabama, the contractor and Subcontractors, Limits to be the same as above Commercial General Liability.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident for **large** projects and \$500,000 for **small** projects. The policy shall name Baldwin County Commission, Baldwin County, Alabama, as an Additional Insured.

(c) Protection and Indemnity Insurance

If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$1,000,000 per occurrence shall be maintained.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Baldwin County Commission, Baldwin County, Alabama.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Baldwin County Commission, Baldwin County, Alabama PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the Baldwin County Commission, Baldwin County, Alabama.

(Remainder of Page Intentionally Left Blank)

**ADDENDUM ATTACHMENT TO CERTIFICATE OF INSURANCE
NO. _____**

INSURED: _____

30 Day Cancellation

The Gray Insurance Company, on all policies and if required by written contract, thirty (30) days written notice of cancellation and ten (10) day notice of non-payment of will be given to the Certificate Holder.

Date: _____

ITEMX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

This Contract for Construction Services (hereinafter referred to as "Contract") is made and entered into by and between the COUNTY of Baldwin, acting by and through its governing body, the Baldwin COUNTY Commission (hereinafter referred to as "COUNTY"), and _____ hereinafter referred to as "PROVIDER").

WITNESSETH

Whereas, the Baldwin County Commission at it _____ meeting awarded the bid for the **PERDIDO BAY PARK PIER RESTORATION Project**, to _____ in the amount of \$ _____ **With a completion time of SIXTY (60) WORKING DAYS.**

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. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works 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. Time is of the essence for all provisions of this Contract.

- II. 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.

- III. 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 PROVIDER the professional services required herein.

- IV. 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.

- V 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.

- VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.

- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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 agreement may be amended only by written instrument signed by all parties.
- XI. 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.
- XII. 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.
- XIII. 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.

XIV. 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
322 Courthouse Square, Suite 12
Bay Minette, AL 36507

XV. 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 being expressly incorporated herein by reference, and without limitation, will encompass the following:

The work consists of properly performing the following tasks in accordance with the plans, specifications, regulations, codes and good engineering and construction practices:

PROJECT NAME: PERDIDO BAY PARK PIER RESTORATION

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.

A. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

B. 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.

ATTACHMENTS:

The exhibits and/or attachments listed below are specifically included as a necessary part of this Contract, and the same shall not be complete without such items, to wit:

PROJECT: PERDIDO BAY PARK PIER RESTORATION COUNTY and PROVIDER jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Contract noting their inclusion and attachment hereto. In any event of a conflict between this document and the attachments referenced above, this document shall govern.

XVI. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY 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 subject to the terms set out below.

XVII. Termination of Services. The COUNTY may terminate this Contract, with or without cause or reason, by giving fifteen (15) 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.

XVIII. 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.

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid on contract unit prices for work completed by PROVIDER upon approval of the COUNTY Engineer. 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

XX. 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.

In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama (1975) Section 39-2-12 subsections (f) and (g) is utilized. PROVIDER, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement.

Final payment will be made 30 days after the last day of advertisement.

- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The PROVIDER shall have SIXTY (60) WORKING DAYS after the notification to proceed to complete the work. The Contract shall terminate upon either the expiration of no more than SIXTY (60) WORKING DAYS after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the COUNTY. [Nothing herein stated shall prohibit the COUNTY from otherwise terminating this Contract according to the provisions herein.]
- XXII. 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.
- XXIII. Indemnification. PROVIDER shall indemnify, defend and hold the COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "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. PROVIDER 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.
- XXIV. Number of Originals. This Contract shall be executed with four (4) originals, all of which are equally valid as an original.
- XXV. 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.
- XXVI. Insurance. The PROVIDER shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. 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 thirty (30) 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. (Note: The PROVIDER shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

XXVII. Surety. As a material inducement for the COUNTY to enter this Contract, 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:

A. Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, COUNTY staff and approved by the COUNTY Commission. In the event that such document is not in an acceptable form at any time prior to or during the term of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the COUNTY's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the COUNTY, and the PROVIDER waives all rights to claim that any such delay was the fault of the COUNTY.

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response

C. Term of Surety. Any bond and/or surety guarantees required by the COUNTY must be valid at all times during the life of this Contract or as set forth in the Project Bid Requirements. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the COUNTY, or the COUNTY's authorized agent, providing a written Notice to the PROVIDER that the Project is in fact completed in all respects. Said Notice from the COUNTY or its authorized agent shall not be provided until the COUNTY, in its sole discretion, is satisfied that the Project is complete in all respects.

D. Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent, and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the PROVIDER to satisfy all of the requirements in this Contract.

XXVIII. Liquidated Damages

Liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition, Section I 08.11.

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the COUNTY places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works to ensure that they and/or any of their respective agents comply with all applicable provisions of Sections 39-1-1, et seq., Code of Alabama (1975), as amended. More specifically, any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

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

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

XXX. FUNDING SOURCE

The Public works project is funded with 75% Federal Emergency Management Agency (FEMA) participation and 25% County funds.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin COUNTY takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

State of Alabama)

County of Baldwin)

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 _____, 2022.

Notary Public
My Commission Expires

ITEM XI
GENERAL CONDITIONS

1. SPECIFICATIONS CONCERNING CONSTRUCTION

This project shall be constructed in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, and any Supplemental Specifications and Special Provisions included herein. The contractor can use the following **link** to access the standard specifications:

<http://www.dot.state.al.us/conweb/specifications.html>

<http://ailettinq.dot.slate.al.us/Docs/StandardDrawings/StdDrawingSelect.html>

1. TERMINATION FOR FAILURE OF PERFORMANCE

In the event of failure by the Contractor to perform any and all of the Contractor's obligations in a prompt and efficient manner satisfactory to the County, the County will have the right to summarily terminate this Contract. This includes all projects covered hereby. The Contractor will be given written notice of such termination, after which the County may employ contracting services of its choice to complete the Project or projects under this agreement. The Contractor and its Sureties will reimburse the County any additional costs that may result from such termination and employment of other contracting services,

2. COUNTY'S RIGHT TO PERFORM WORK

It is understood that the County may delete any of the items listed in the project's Proposal (Section III), and the Contractor agrees to construct the remaining items at the bid price for each item.

3. E-VERIFY PROGRAM

All contractors bidding on County projects must begin using E-verify effective January 1, 2012, **to** comply with Alabama's new immigration law. If you are not already enrolled, the following link will guide you in the steps www.uscis.gov/E-verify

County Link: <http://open.baldwincountyal.gov/BidsVendor/Everify.aspx>

ITEM XII

ALABAMA

DEPARTMENT OF TRANSPORTATION

BUY AMERICA

CERTIFICATE OF COMPLIANCE

Date: _____, 20____

Project # _____

County Baldwin _____

Address: _____

Hereby certifies compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

Certified material test reports are on file for a period up to 2 years from the completion of the project showing the country of origin and/or processing of the manufacture, rolling, and coating.

These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public My Commission Expires: _____

ITEM XIII

PERDIDO BAY PARK PIER RESTORATION

NOTICE TO CONTRACTORS

The Alabama Immigration Law, Beason-Hammon Alabama Taxpayer and Citizen Protection Act, requires that a Certificate of Compliance form be completed and submitted to the LPA (the Local Public Agency which is the contracting authority for this project) for each contract prior to award. This form must have an original signature, and the project cannot be awarded without the form.

This Certificate of Compliance form for LPA-let projects is attached hereto and should be furnished to the LPA by the apparent low bidder within 10 days of the letting for non-early award contracts, and within 5 days for early award contracts (early award contracts are those for which the bid proposals include a special provision entitled "Early Award") at the address listed at the bottom of this notice.

The LPA will maintain a file or list of contractors who have furnished the documents necessary to be awarded a contract, or to be authorized to subcontract work, on this project, pursuant to the amended Alabama Immigration Law, Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

The Memorandum of Understanding (MOU) concerning the E-Verify program with the United States Department of Homeland Security is required to be on file with the LPA prior to award of a contract or authorization to subcontract, respectively.

The LPA encourages all business entities that intend to enter into a contract, or subcontract with the LPA, on this project, to download the complete E-Verify MOU and furnish it to the LPA at the below address.

*Both, the Certificate of Compliance, and the E-Verify MOU, for all contractors and subcontractors on this project, are to be furnished to the **LPA** prior to award of contract or approval to subcontract as applicable, **at the following address:***

Baldwin County Commission
c/o Wanda Gautney, Purchasing Manager
257 Hand Ave.
Bay Minette, AL 36507

ITEM XIV

PROJECT NO. Perdido Bay Park Pier Restoration

Certificate of Compliance

State of Alabama)
County of Baldwin)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (act 2011-535- AS AMENDED BYACT 2012-491)

DATE: _____

RE: CONTRACT/Grant/Incentive (describe by number or subject)

_____ by and between
_____(Contractor/Grantee) and
_____(County Government)

The undersigned hereby certifies to the County Government as follows:

- 1. The undersigned holds the position of _____ with the Contractor/Grantee names above and is authorized to provide representation set in the Certificate as the official and binding act of that entity and has Knowledge of the provisions of THE BEASON HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature as amended by ACT 2012-491) which is described herein as "the Act"

- 2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b) below to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of Incorporation partnerships, limited partnerships, limited liability companies, foreign corporation foreign limited partnerships and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration charter, or similar for of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment or any employee, including any person or entity employing and person for hire within the State of Alabama. including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- _____(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act
- _____(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an authorized alien within in the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama;

4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the ruled of that program or other factors beyond its control.

Certified this _____ day of _____ 20 _____

_____ Name of Contractor/Grantee

By _____

Its _____

The above Certification was signed in my presence by the person whose name appears above on

This _____ day of _____ 20 _____

WITNESS: _____
Printed Name of Witness

ITEM XV

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) 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 office 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.

(2) 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 of Lobbying Activities," in accordance with its instructions.

(3) 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*APPLICANTS ORGANIZATION

*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix _____ * First Name: _____ Middle Name: _____

*Last Name _____ Suffix: _____

*Title _____

• SIGNATURE

* DATE

ITEM XVI

THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of \$10,000.

Project Number: _____

County: **BALDWIN**

Contractor : _____

Mailing Address: _____
Street City State Zip

Telephone
Number: _____
A.C.

Employer Identification Number : _____

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: \$ _____

Estimated Starting Date: _____ Estimated Completion Date: _____

Signed: _____ Date: _____
Contractor's Representative

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.