

**ALABAMA DEPARTMENT OF TRANSPORTATION  
SOUTHEAST REGION, TROY AREA**

REQUEST FOR PROPOSALS

*Retainer Contract for Debris Removal, Reduction,  
And Disposal Monitoring Resources*

**February 22, 2024**

**Proposal Submission Deadline:  
03/29/24 by 10:00 am CST**

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## **1.0 GENERAL INFORMATION**

### **1.1 Purpose**

This Request for Proposals (RFP) is issued by the Alabama Department of Transportation (herein referred to as ALDOT) to Consulting Firms interested in assisting ALDOT with the necessary staffing and equipment resources necessary to supplement ALDOT resources in the monitoring of region-wide debris removal, reduction, and disposal contracts as a result of nature or man-made disaster(s)/event(s). Consultants shall be selected for ALDOT Southeast Region, Troy Area governed by this contract. ALDOT reserves the right to select more than one consultant if it is determined to be in the best interest of the Department. The Consultant may not subcontract the specified services without the written agreement of ALDOT.

### **1.2 Background**

The 1997 (Danny), 1998 (Georges), 2004 (Ivan), and 2005 (Katrina) hurricane seasons impacted the State of Alabama (State) with a magnitude of damage that took years of recovery. More recently in 2020, there were nine hurricanes that made landfall along the Gulf Coast. The State of Alabama was impacted by Hurricane Sally, which made landfall in Gulf Shores, and in close succession, Hurricane Zeta which made landfall in Louisiana and raced inland and caused damage across the state. In addition to this ongoing recovery process, the State must also be ready to manage any new disaster that may occur. Lessons learned from Danny, Georges, Ivan, Katrina, Sally, and Zeta prove that disaster planning and management are critical to protect the citizens and property of the State. The need for consulting services to help ALDOT prepare for and respond to a disaster is critical therefore, the State seeks to pre-arrange monitoring services that could step in and augment ALDOT with inspection services for debris removal service.

### **1.3 Scope of Services**

The Consultant will provide the necessary staffing and equipment resources to supplement ALDOT resources in the monitoring of region-wide debris removal, reduction, and disposal contracts as a result of nature or man-made disaster(s)/event(s). On as needed basis, the Consultant will be given a Notice to Proceed to provide necessary staffing and equipment detailed in the Notice to Proceed to:

- Assist and support the assigned ALDOT Project Manager(s) in the inspection and monitoring of region-wide Debris Removal, Reduction, and Disposal Contracts on state-maintained routes, and any additional routes approved by ALDOT.
- ALDOT will require the Consultant to document Debris Removal, Reduction, and Disposal Contracts with an automated debris management system (ADMS) in lieu of paper load tickets. **Specifications for this system can be found in Attachment X.**
- Provide a website to process, store, report, and query all data including photographs, field documents, haul truck certification, contractor invoices, etc. The data on the website shall be updated as minimum every hour, as long as the field operation is being conducted in an area where cellular connectivity is available. The website shall also include a map showing a minimum of the Area and County boundaries, ALDOT maintained roadways, and active debris work. The documentation for processing FEMA reimbursements shall be submitted electronically to ALDOT, organized and complete, with each contractor invoice.

The Consultant will have forty-eight (48) hours from notification date/time to mobilize resources to provide the services as stated in the Notice to Proceed. The Selected Consultant shall furnish qualified and trained personnel and equipment as specified in detail in Attachment III (Experience and Training) in order to accomplish the specified services in Attachment V (Specified Services).

#### ***1.4 Performance Goals and Measures***

##### ***1.4.1 Goals and Objectives:***

ALDOT has many challenges related to Debris Removal, Reduction and Disposal Monitoring. These challenges also afford ALDOT with many opportunities to improve services to the public through the utilization of improved practices by selected Consultants. These improved practices shall include accurate completion of all required documentation which will result in increasing the retainage of Federal reimbursements. Another objective is to eliminate waste by decreasing the amount of unnecessary work by ALDOT employees required to correct inaccurate documentation. The overall goal is to not only select a qualified monitoring Consultant but to select one that will provide the services that will allow ALDOT to realize these objectives.

##### ***1.4.2 Performance Measures:***

The performance of the contract will be measured by ALDOT's Project Manager, authorized on behalf of the State, to evaluate the Consultant's performance against the criteria contained in Attachment V (Specified Services) and a statistical sampling and analysis of electronic haul ticket data for accuracy and completeness as defined in Section 2.4 (Definitions).

#### ***1.5 Monitoring Plan***

ALDOT's Project Manager and/or designee will monitor the services provided by the Consultant and the expenditure of funds under this contract. ALDOT's Project Manager and/or designee will be primarily responsible for the day-to-day contact with the Consultant and the day-to-day monitoring of the Consultant's performance.

#### ***1.6 Project Manager***

A Project Manager will be named, and that information will be provided to the Consultant.

### **2.0 ADMINISTRATIVE INFORMATION**

#### ***2.1 Term of Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about June 1, 2024, through May 31, 2025. ALDOT, at its discretion, has the option to extend this contract beyond the dates listed above for up to three (3) one-year periods with concurrence from the consultant. **ALDOT reserves the right to cancel Contract per Termination provisions (Item 4: 4.1, 4.2, or 4.3) detailed in Attachment VI (Sample Contract).**

#### ***2.2 Pre-proposal Conference***

**NOT APPLICABLE FOR THIS SOLICITATION.**

### 2.3 Proposer Inquires

Written questions regarding RFP requirements or Scope of Services must be addressed to the RFP Coordinator, as listed below, and submitted by email to [troydebris@dot.state.al.us](mailto:troydebris@dot.state.al.us).

Alabama Department of Transportation  
Christopher Huner, P.E.  
Southeast Region Troy Area Operations Engineer

ALDOT will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 10:00 am **CST** on the date specified in the Schedule of Events. *ALDOT's email computer server clock will be considered the official time/date on email inquiries.* ALDOT reserves the right to amend the RFP should a change be identified that is in the best interest of ALDOT. Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Only the RFP Coordinator has the authority to officially respond to the proposer's questions on behalf of ALDOT. Any communications from any other individuals are not binding to ALDOT.

### 2.4 Definitions

- **Mandatory Requirements** – The terms “shall”, “will”, and “must” denote mandatory requirements.
- **Permissible Action** – The terms “should”, “can” and “may” denote an advisory or allowable action.
- **Agency** – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- **Consultant** – The successful proposer who is awarded a contract.
- **Proposer** – An individual or organization submitting a proposal in response to an RFP.
- **Discussions** – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.
- **Accurate and Complete** – For the purposes of this RFP, the term Accurate and Complete shall refer to the entering of information on haul tickets provided by the Debris Removal Consultant. All fields of the haul tickets shall be completed with the correct information in order to be considered as accurate and complete. See sample haul ticket **Attachment VII**.

### 2.5 Schedule of Events Event

Event	Date
Advertise RFP and mail public announcements	February 22, 2024
Deadline for receipt of Written inquiries	March 15, 2024 by COB
Issue responses to Written inquiries	March 22, 2024 by COB
Deadline for receipt of Proposals	March 29, 2024 by 10:00 am
Announce Award of Consultant Selection	April 12, 2024

***NOTE: ALDOT reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.***

### **3.0 PROPOSAL INFORMATION**

#### ***3.1 Minimum Qualifications of Proposer***

The proposers, prior to the deadline for receipt of proposals, shall be able to at a minimum:

- Demonstrate that the proposer has maximum number of staff per classification as required in **Attachment IV** (Minimum Classification Requirements), which possesses the minimum training courses as shown in **Attachment III (Experience and Training)** to provide monitoring services for debris removal.
- Ensure that their proposal contains sufficient information for ALDOT to make its determination by presenting acceptable evidence (training certificates and pertinent certifications) of the above-mentioned requirements to perform the services called for by the contract.

#### ***3.2 RFP Addenda***

ALDOT reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be sent to proposers via mail and email. It is the responsibility of the proposer to check mail and email for addenda to the RFP, if any.

#### ***3.3 Waiver of Administrative Informalities***

ALDOT reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

#### ***3.4 Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by ALDOT to award a contract. ALDOT reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in ALDOT's best interest.

#### ***3.5 Withdrawal of Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

#### ***3.6 Subcontracting Information***

ALDOT shall have prime Consultants as the result of any contract negotiation, and that prime Consultant shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into sub-consultant arrangements, however, should acknowledge in their proposals' total responsibility for the entire contract. If the proposer intends to subcontract for portions of the work, the proposer should identify any sub-consultant relationships and include specific designations of the tasks to be performed by the sub-consultant. Information required of the proposer under the terms of this RFP is also required for each sub-consultant. The prime Consultant shall be the single point of contact for all subcontract work.

Unless provided for in the contract with ALDOT, the prime Consultant shall not contract with any other party for any of the services herein contracted without the express prior written approval of ALDOT.

### ***3.7 Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***3.8 Cost of Preparing Proposals***

ALDOT shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by ALDOT.

### ***3.9 Errors and Omissions in Proposal***

ALDOT shall not be liable for any errors in proposals. ALDOT reserves the right to make corrections or amendments due to patently obvious errors in proposals by ALDOT or the proposer. ALDOT, at its option, has the right to request clarification or additional information from the proposers.

### ***3.10 Contract Award and Execution***

ALDOT reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. ALDOT reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected proposer shall become part of any contract initiated by ALDOT. The selected Proposer shall be expected to enter into a contract that is basically the same as the sample contract included in **Attachment VI (Sample Contract)**. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer. If the contract negotiation period exceeds *ten business days* or if the selected proposer fails to sign the final contract within *ten business days* of delivery of it, ALDOT may elect to cancel the award and award the contract to the next-highest-ranked proposer.

### ***3.11 Code of Ethics***

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Alabama Board of Ethics is the only entity which can officially rule on ethics issues.

## **4.0 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 10:00 am **CST** on the



date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Alabama Department of Transportation  
Christopher Huner, P.E.  
Southeast Region Troy Area Operations Engineer  
299 Elba Hwy  
Troy, AL 36079  
(334) 670-2420

It shall be solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason not received timely, will not be considered. The proposal should be identified with **Project Name: Retainer Contract for Debris Removal and Disposal Monitoring Resources, Southeast Region, Troy Area** and shall be submitted **prior to 10:00 am CST on March 29, 2024.**

ALDOT requests that **five (5)** copies of the proposal be submitted to the RFP Coordinator at the address specified. At least **one** copy of the proposal shall contain original signatures of a company official or agent duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation.** The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

Name(s) of the Proposer listed should match the name(s) filed with the Alabama Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

#### **4.2 Proposal Format**

Proposers should respond to this RFP with a Technical Proposal (to include information as specified in Sections 5.1- 5.4 under Proposal Content) and Price Proposal (as specified in Section 5.5, Cost Information). No pricing information should be included in the Technical Proposal.

#### **4.3 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

#### **4.4 Technical and Price Proposal**

Proposals should be submitted as specified in Section 5 and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

#### **4.5 Certification Statement**

The proposer shall sign and submit the Certification Statement shown in **Attachment II (Certification Statement)**.

### **5.0 PROPOSAL CONTENT**

#### **5.1 Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name, phone number, email address, and the stipulation that the proposal is valid for a time period of **one year** from the date of submission. This section should include a summary of the Proposer's qualifications and ability to meet ALDOT's overall requirements. It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. *The Proposer should address the specific language in **Attachment VI (Sample Contract)** and submit whatever exceptions or exact contract modifications that their firm may seek.* While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

#### **5.2 Corporate Background and Experience**

The purpose of this item is to provide information to evaluate the relevant experience, resources, and qualifications of the proposer.

In this section the proposer should provide:

- An *organizational chart* displaying overall organizational structure.
- A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals shall specify the extent of responsibility of key proposed project staff on these prior projects
- Five (5) each *customer references listing* for related work completed in the last twenty-four (24) months. Each reference shall include the name and telephone number of a contact person.
- A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.
- A *Statement that the firm is capable of providing the needed services over the thirty-six (36) month project period.*

ALDOT reserves the right to contact references to verify information in the proposal. **Proposers should clearly and concisely describe their ability to meet or exceed the *minimum* qualifications in Section 3.1.**

#### **5.3 Proposed Project Staff**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. This information should include education, training, technical experience, functional experience, relevant and related similar project experience, and ADMS experience. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their

anticipated duration of involvement, and their on-site availability.

**Note:** If substitutions for training requirements are offered for any key personnel, the proposer shall:

- Include a copy of the formal training program that was developed or provided to the key personnel by the proposer, or
- Submit a detailed certified work and training history including reference information indicating sufficient work experience and training.

If a sub-Consultant will be used, the proposer should clearly identify any sub-Consultant arrangements, and provide similar information as requested for the Proposer's staff.

#### ***5.4 Approach and Methodology***

**The Proposer should provide:**

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of ALDOT.
- Its functional approach in providing the services outlined in Attachment V, Specified Services.
- Its functional approach in identifying the tasks necessary to meet requirements in Attachment V.
- A description of the approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Its Automated Debris Management System (ADMS) information.

#### ***5.5 Cost Information (Submitted as Price Proposal under Separate Cover)***

- The proposer shall provide a billable rate (which includes, but not limited to straight time labor, overtime labor, per diem, general overhead, equipment, field overhead, any payroll additive expenses and profit) for all classifications proposed to perform the services described in Section 1.3. Mileage expenses do not have to be included in the billable hourly rates of the classification. **ALDOT will not reimburse Consultant employee for time spent on lunch or other breaks to which the worker(s) may be entitled under Consultants employee/employer relationship contract.**
- Any mileage expense will be reimbursed in accordance with the most current State's Travel Regulations as detailed in the Alabama Code Section 36-7-22. The Internal Revenue Standard Mileage Rates can be found in [IR-2014-114](http://alisondb.legislature.state.al.us/alison/codeofalabama/1975/36-7-22.htm). The Alabama Code Section 36-7-22 can be found at:  
<http://alisondb.legislature.state.al.us/alison/codeofalabama/1975/36-7-22.htm>.  
Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. ***Mileage reimbursement is contingent upon receipt of documentation of dates of work, employees' names, beginning and ending mileage per day and work location. Approval must be obtained from the Region Debris Manager.***

- The proposer shall also provide a **total** cost summary for all of the services described in Section 1.3. Attachment 1- Price Proposal must include a Grand Total for billable rates per classification. **The Grand total Price will be the cost used for evaluation purposes described in 6.5.**
- The Proposer shall use **Attachment I (Price Proposal)** as an example for submitting pricing information.

## 6.0 EVALUATION AND SELECTION

### 6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by ALDOT, which will determine the proposal most advantageous to ALDOT, taking into consideration price and the other evaluation factors set forth in the RFP.

### 6.2 Administrative and Mandatory Screening

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance shall be rejected from further consideration.

### 6.3 Clarification of Proposals

ALDOT reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### 6.4 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following. Each proposal shall be rated for Criteria **one** through **three**, with 0 being the lowest score and the highest possible score as shown for each category. Criteria 4, Price shall be rated as follows: The proposer with the lowest total price shall receive 30 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = (\text{Lowest Proposed Total Price} \times 30) / \text{Proposer's Total Price}$$

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1) Experience on similar projects	25
2) Personnel experience as related to the project	20
3) Proposer's understanding of the project (approach and methodology)	25
4) Price	30
<b>TOTAL SCORE</b>	<b>100</b>

All proposals shall be evaluated as indicated. The proposer's ratings in each criteria shall be added to arrive at the proposer's total score.

## 7.0 SUCCESSFUL CONSULTANT REQUIREMENTS

### 7.1 Vendor Registration

ALDOT requires Consultants to register on the Alabama Department of Finance Division of Purchasing website: <http://purchasing.alabama.gov> Click on: *Vendor Registration*. For assistance, the Division of Purchasing Phone Number is (334) 242-4284. **It is highly advisable to register a minimum of one if not more product and service category codes which can be found under the Vendor Registration Page ([Products and Services Codes](#), [Professional Services Products and Services Codes](#)).**

### 7.2 Corporation Requirements

Prior to the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Alabama, the Consultant shall have obtained a certificate of authority. Prior to the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Alabama.

### 7.3 Compensation

Compensation to the Consultant for the services rendered for this project shall be made at billable rates and other detail costs specified in the Consultant's proposal, payable in installments as specified in Sub-Section 7.4, Billing and Payment.

### 7.4 Billing and Payment

Payments to the Consultant for services rendered for this Project shall be made monthly based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the actual time worked, not to include time spent on lunch or other breaks. These shall be reimbursed at the approved billable rate for that classification established from the Consultant's Proposal, unless payment adjustments are required as set forth below. These rates shall be used for the duration of the Contract.

**ALDOT will not reimburse Consultant employee for time spent on lunch or other breaks to which the worker(s) may be entitled under Consultants employee/employer relationship contract. Such time shall be excluded from invoices.** Travel shall be reimbursed in accordance with the State Travel Regulations. ALDOT will allow adjustments for travel and other detailed costs between Tasks. **Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. Mileage reimbursement is contingent upon receipt of documentation of dates of work, employees' names, beginning and ending mileage per day and work location. Approval must be obtained from the Project Manager. A detail mileage log will be required for each vehicle. Log should be certified and signed by driver and supervisor.**

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs experienced by the Consultant during the course of this contract as determined by ALDOT's Audit Section

following the post audit of this contract. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS) as appropriate. The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by the Consultant. Upon receipt of each invoice, ALDOT shall pay the amount due for services satisfactorily performed (on the undisputed amounts) within 30 calendar days.

#### ***7.5 Errors and Omissions***

It is understood that all work required of the Consultant under Contract shall be accurate and complete, and performed to the satisfaction and approval of ALDOT. ALDOT's review, approval, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any of ALDOT's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Consultant shall be responsible for the accuracy and completeness of all services performed under this Contract. If errors or substandard work is revealed during normal work reviews, the work should be returned for correction, and payments withheld until delivery of an acceptable product. The Consultant shall, without additional compensation, correct or revise any deficiencies discovered subsequent to final acceptance by ALDOT. If ALDOT staff makes reasonable corrections due to oversight, errors or omissions by the Consultant, the Consultant shall be responsible for reasonable costs incurred by ALDOT to make the corrections, as well as any amounts denied by Federal agencies attributable to Consultants failed accuracies and/or errors and omissions.

#### ***7.6 Contract Terms & Conditions***

The proposer shall be required to enter into a Contract with ALDOT that is **basically the same** as Attachment VI (Sample Contract). Any changes to those terms shall be negotiated if state law allows such negotiation.

#### ***7.7 Confidentiality***

All financial, statistical, personal, technical and other data and information relating to ALDOT's operation which are designated confidential by ALDOT and made available to the Consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to ALDOT. The identification of all such confidential data and information as well as ALDOT's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by ALDOT in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by ALDOT to be adequate for the protection of ALDOT's confidential information, such methods and procedures may be used, with the written consent of ALDOT, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract or is rightfully obtained from

third parties. **Under no circumstance shall the Consultant discuss and/or release information to the media concerning this project without prior express written approval of ALDOT.**

## EXHIBIT A

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

**Policy.** It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

**DBE Obligation.** The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.



## EXHIBIT B

**ENERGY CONSERVATION PLAN**

The parties agree to fully comply with the energy conservation plan of the State of Alabama issued in compliance with the Federal Energy Policy and Conservation Act (Public Law 94-163) where applicable to the parties and, in addition;

In the event the payment to CONSULTANT under the terms of this AGREEMENT exceeds the sum of \$100,000.00, the CONSULTANT agrees to comply fully and completely with the applicable standards, orders and requirements issued under the following laws, orders and regulations:

- a. Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.).
- b. Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).
- c. Executive Order 11738 (Federal).
- d. Environmental Protection Agency Regulations (40 CFR Part 15).

It is understood and agreed that the STATE will report in writing to the Federal Highway Administration and to the Assistant Administrator for enforcement of the United States Environmental Protection Agency, violation on the part of the CONSULTANT, immediately upon concurrence of any such violation or any provision of the foregoing laws, orders and regulations applicable to CONSULTANT.

EXHIBIT C

**CHANGES OF WORK**

- a. If during the term of this AGREEMENT additional services are required other than those services specified in this AGREEMENT, or major changes in the work become necessary or desirable, the STATE may, in writing, order the CONSULTANT to perform such services or make such changes, or if the CONSULTANT is of the opinion that the work he was directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall promptly notify the STATE in writing of such fact and receive written approval from the STATE prior to performing such work. The terms "in writing" and "written approval" may be in the form of normal correspondence such as letters, or written conference notes approved by the CONSULTANT and the STATE. In the event that the STATE determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental AGREEMENT. Any extra work and/or payment for extra work must have the approval of the Federal Highway Administration before such work is undertaken if Federal funds are to be utilized in payment for such work.
- b. During the term of this AGREEMENT any service in the AGREEMENT may be deleted and reduced at the discretion of the STATE. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

**DELAYS AND EXTENSIONS - TIME PERIOD OF AGREEMENT**

In the event that additional work or unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in this AGREEMENT, the STATE may grant a time extension to any or all phases of the work provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for extra work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit. In the event the STATE determines the time provided for in the AGREEMENT for the completion of work is not sufficient for completion of the work, in keeping with generally acceptable work practices for accomplishment of the work involved, the STATE may, at the sole option of the STATE, in writing directed to the CONSULTANT, extend the AGREEMENT for such time period, or periods of time from time to time thereafter as the STATE deems necessary for work completion. Writing directed from the STATE to the CONSULTANT extending the AGREEMENT will be conclusive of the fact that the STATE has made the determination of insufficiency of time as above provided.

EXHIBIT D

**CONFERENCES, VISITS TO SITE, INSPECTION OF WORK**

- a. The parties agree that conferences will be held at the request of STATE representatives, the Federal Highway Administration or the CONSULTANT to discuss matters pertinent to any phase of this project. STATE or FHWA representatives may visit the CONSULTANT'S office during normal working hours where the work is being performed at any time with or without advance notice to the CONSULTANT. The CONSULTANT agrees to coordinate the work with the STATE throughout all areas and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.
- b. The CONSULTANT, when so directed by the STATE, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

EXHIBIT E

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  2. The amount of the expense to which the CONSULTANT is put in performing the work to be terminated in proportion to the amount of expense to which the CONSULTANT would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CONSULTANT, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT F  
Page 1

**RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The CONSULTANT shall be responsible for injury or damage to persons or property caused as a result of or related to activities of the CONSULTANT and the subconsultants, agents or employees of CONSULTANT in connection with any service or work provided under this AGREEMENT. The CONSULTANT shall defend, indemnify and hold harmless the STATE of Alabama, the Alabama Department of Transportation, its officials and employees, both in their official and individual capacities, and their agents and servants from and against all claims, damages, losses or expenses thereof, including but not limited to reasonable attorneys' fees, arising out of or resulting from faults, errors, mistakes, omissions, misconduct or negligent acts or omissions of the CONSULTANT, its subconsultants, agents, or employees caused as a result of or related to the service or work provided under this AGREEMENT. The CONSULTANT shall ensure that its subconsultants, agents, or employees possess the experience, knowledge and character necessary to qualify them to perform the particular duties assigned by the CONSULTANT. This indemnity is not limited by any insurance coverage required by this AGREEMENT.

**INSURANCE**

General Liability, public liability, professional liability and property damage insurance in the amount of \$1,000,000 shall be carried by the CONSULTANT in a policy, or policies, which shall specifically cover the above areas, as well as motor vehicle liability in the amount of \$250,000 without expense to the STATE. Proof of insurance coverage shall be provided annually in a form as required by the STATE. The STATE shall be made, and shown as, an additional insured on the face of the insurance.

**GENERAL COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with the provisions of the labor law and state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this AGREEMENT, and procure all necessary licenses and permits.

**SUBLETTING, ASSIGNMENT, OR TRANSFER**

There shall be no assignment, subletting or transfer of the work or interests of the CONSULTANT in any of the work covered by this AGREEMENT without the written consent of the STATE. In the event the STATE gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the CONSULTANT is hereby bound and obligated, and the CONSULTANT agrees to so bind any party or parties to which the work or interests of CONSULTANT are so assigned, sublet, or transferred.

**AGENCY**

By entering into this agreement, the CONSULTANT is not an agent of the State, its officers, employees, agents or assigns. The CONSULTANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

EXHIBIT F  
Page 2

**IMMIGRATION**

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.

EXHIBIT G  
Page 1

**EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS**

Unless specific written approval is granted by the STATE, the CONSULTANT agrees that CONSULTANT will not engage, on full or part-time or other basis during the period of the AGREEMENT, any professional or technical personnel, who are or have been at any time during the period of the AGREEMENT, in the employ of any highway organization in Alabama, either State, County, or City, except regularly retired employees.

**SOLICITING OF AGREEMENT**

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this AGREEMENT. For breach of violation of this warranty the STATE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**CONSULTANT'S RESPONSIBILITY**

The CONSULTANT agrees to endorse the original title or cover sheet or all sets of plans, estimates, reports and engineering data required to be furnished by CONSULTANT under the terms of this AGREEMENT. The CONSULTANT agrees to certify to the STATE as to the accuracy of the design and plans stating that checks of (1) design calculations and (2) details and drafting of plans have been made by competent engineers of CONSULTANT'S organization. The CONSULTANT hereby assumes responsibility for any design errors found during the preparation of contract plans, which are attributable to the work, called for by this AGREEMENT.

At all times from the execution of this AGREEMENT until its termination, CONSULTANT shall possess all appropriate professional or other required or necessary certifications for itself and/or staff, as the case may be. If at any time during the term of this AGREEMENT, any said certification shall become inactive, expire, be suspended, or CONSULTANT become ineligible therefore, either through its corporate entity or entities, including parent(s) and subsidiary(ies), or through its employees, servants, or agents, CONSULTANT shall not be permitted to continue any work contemplated under this AGREEMENT and not be paid for work performed during said times while any certification was not active and current. In addition, CONSULTANT shall be liable in all respects for all matters required of CONSULTANT under the terms of this AGREEMENT regardless of whether or not ALDOT discovers or is aware of the same.

All reports, drawings, studies, maps, or any other documents of any nature whatsoever prepared by or for the CONSULTANT shall be made available to ALDOT for inspection and review at a reasonable time(s) and place(s) as designated by ALDOT. Provision of all reports, drawings, studies, maps, or any other documents of any nature whatsoever to ALDOT shall not in any way

EXHIBIT G  
Page 2

relieve the CONSULTANT of any of its duties or responsibilities for any and all aspects of work provided therein or thereby. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies, maps, or other documents of any nature whatsoever prepared under this AGREEMENT should funds of the United States of America be in any way utilized in payment for the same. Instructions, suggestions, modifications, or comments communicated by ALDOT regarding the work to be performed under this AGREEMENT at any time during the term of this AGREEMENT to CONSULTANT does not relieve CONSULTANT of its duties or responsibilities or the engineering or quality thereof for any and all aspects of work under this AGREEMENT. CONSULTANT shall confirm in writing receipt of any such communication. CONSULTANT shall be responsible for any ALDOT cost incurred in any work or service under this AGREEMENT due to CONSULTANT'S conduct as provided in Exhibit F.

Acceptance by ALDOT of any work performed by CONSULTANT shall not relieve CONSULTANT of its duties, responsibilities or professional or other obligations to correct deficiencies in its work, at its sole and complete expense, without recourse, any responsibility as provided in Exhibit F.

The CONSULTANT shall be liable and responsible for contractor claims as provided in Exhibit F. For contractor claims against the STATE, the CONSULTANT shall attend, participate and defend the claim in the claims review process. Claims determined to be caused by the CONSULTANT as provided in Exhibit F shall be paid by the CONSULTANT.

**MAINTENANCE OF RECORDS**

It is agreed that the CONSULTANT and the subcontractors of CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment of funds under the contract, for inspection by the STATE and FHWA and copies thereof shall be furnished if requested.

**ACCESS TO RECORDS**

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 18.36(i), the CONSULTANT agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C.F.R. § 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financing assistance through the programs described at 49 U.S.C. § 5311.



EXHIBIT G

Page 3

- a. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 40 C.F.R. § 633.17, CONSULTANT agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- b. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 19.48, CONSULTANT agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- c. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 40 U.S.C. § 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the CONSULTANT shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- d. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- e. The CONSULTANT agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 40 C.F.R. § 18.39(i)(11).
- f. FTA does not require the inclusion of these requirements in subcontracts.

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Page 4

**OWNERSHIP OF ENGINEERING DOCUMENTS**

- a. Upon completion or termination of the work covered by this AGREEMENT, the CONSULTANT shall deliver to the STATE upon STATE'S request all survey notes, computations, tracings and all other documents and data pertaining to the work or to the project, which material shall become the property of the STATE. All completed original tracings of maps and other engineering data furnished to the STATE by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.
- b. The STATE shall in no way be limited in its subsequent use of the designs or ideas incorporated in the work for the preparation of contract plans and documents. The STATE, insofar as it has the right, releases the CONSULTANT from liability, resulting from use by the STATE of such designs or ideas on work other than that covered in this AGREEMENT.

EXHIBIT H  
Page 1

**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H  
Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit

## EXHIBIT H

## Page 3

access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CONSULTANT under contract until the CONSULTANT complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CONSULTANT will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CONSULTANT may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CONSULTANT agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during

EXHIBIT H  
Page 4

employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

1. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.
2. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CONSULTANT shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CONSULTANT shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.
- b. The CONSULTANT, in accordance with the status of CONSULTANT as an independent contractor, covenants and agrees that the conduct of CONSULTANT will be consistent with such status, that CONSULTANT will neither hold

## EXHIBIT H

## Page 5

CONSULTANT out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CONSULTANT.

**CONSULTANTS' CERTIFICATIONS**

The CONSULTANT by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CONSULTANT. The CONSULTANT agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CONSULTANT at the time of execution of the AGREEMENT. The CONSULTANT agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CONSULTANT agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CONSULTANT agrees that a meal allowance shall be limited to CONSULTANT employees while in travel status only and only when used in lieu of a per diem rate.

The CONSULTANT shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CONSULTANT agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT I

**FAILURE TO COMPLETE AGREEMENT WITHIN AGREED UPON TIME**

The CONSULTANT, by execution of the AGREEMENT, agrees that the work described within the AGREEMENT will be completed in accordance with the time specified in the AGREEMENT and in the event the CONSULTANT does not complete the work on time, with the exception of any delays that are not within its control, the CONSULTANT shall pay for all costs of the STATE attributable to, arising or resulting from, the CONSULTANT'S delay. In addition, the STATE will have the absolute right to eliminate the CONSULTANT for consideration of any future work.



EXHIBIT K  
Page 1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

a. **Primary Covered Transactions**

**Instructions for Certification**

By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT K  
Page 2

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

b. **Lower Tier Covered Transactions**

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective lower tier participant is providing the certification set out below.

EXHIBIT K  
Page 3

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this AGREEMENT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this AGREEMENT is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this AGREEMENT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Page 4

Certification

The prospective lower tier participant certifies, by submission of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

(Exceptions to the above are to be submitted on a separate sheet.)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

By executing the AGREEMENT to which this Exhibit K is attached, I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification and that the above and foregoing statements are true and correct and that by signing this certification I am also agreeing on behalf of the contractor in whose name the agreement is made, whether individual, partnership or corporation as might be applicable, that this Exhibit K is a part of the agreement to which it is attached.

EXHIBIT L

**PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS**

In accordance with Section 109 of Public Law 100-202 enacted on December 22, 1987, the State, acting by and through its Department of Transportation, will not consider for award any bid proposals submitted by any consultant, and will not consent to subletting any portions of the contract to any subconsultant, of a foreign country during any period in which foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the United States Trade Representative, the country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of the foregoing provisions of this Exhibit L, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant of such foreign country.

EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
- b. 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 Federal 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, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

EXHIBIT O

**PROGRAM FRAUD AND FALSE OR MISLEADING STATEMENTS OR RELATED ACTS**

- a. The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the this contract work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.
- b. The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.
- c. The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



## EXHIBIT P

**CERTIFICATION OF FINAL INDIRECT COSTS**

Firm Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Contract ID#: \_\_\_\_\_ Supplemental Agreement #: \_\_\_\_\_

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- a. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
- b. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

\*Signature: \_\_\_\_\_

\*Name of Certifying Official (print): \_\_\_\_\_

\*Title: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

EXHIBIT Q

State Contract ID # \_\_\_\_\_

Federal-Aid Project # \_\_\_\_\_

State Alabama

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the \_\_\_\_\_ and duly authorized  
(title)  
representative of the firm of \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that neither I nor the above firm I here represent  
has:

- a. employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the Alabama Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract Involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

EXHIBIT R

State Contract ID # \_\_\_\_\_

Federal-Aid Project # \_\_\_\_\_

State Alabama

**CERTIFICATION OF DIRECTOR**

I hereby certify that I am the Transportation Director of the Alabama Department of Transportation, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- a. employ or retain, or agree to employ or retain, any firm or person, or,
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration or any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

EXHIBIT S

State Contract ID # \_\_\_\_\_

Federal-Aid Project # \_\_\_\_\_

State Alabama

**CERTIFICATE OF COMPLIANCE WITH ACT 2016-312**

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

\*Signature: \_\_\_\_\_

\*Name of Certifying Official (print): \_\_\_\_\_

\*Title: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

## ATTACHMENT I

### PRICE PROPOSAL Southeast Region, Troy Area

I/We propose to furnish all labor, materials, equipment, incidentals, etc. necessary to provide the scope of services as outlined in this RFP for the rates of:

Classification	Billable Hourly Rates	Multiply times	Extended total
<i>Contract Monitor with ADMS/ Roadway</i>		74%	
<i>Contract Monitor with ADMS/ Disposal Site</i>		13%	
<i>Contract Monitor Supervisor/Coordinator</i>		9%	
<i>Contract Monitor / Office Support</i>		3%	
<i>Contract Monitor / Project Manager</i>		1%	
		<b>Grand Total</b>	

**NOTE:** Total Cost Summary must include a **Grand Total** for billable rates per classification. **The Grand total Price will be the cost used for evaluation purposes described in 6.5.**

**NOTE:** Mileage expenses do not have to be included in the billable hourly rates of the classification. **Mileage expense will be in accordance with the most current State's Travel Regulations as detailed in the Alabama Code Section 36-7-22 where it states, "Persons traveling on official business for the state or any of its Legislative, Executive, and Judicial Branches, departments, institutions, boards, bureaus, commissions, councils, committees, or other like agencies in privately owned vehicles shall receive an amount equal to the mileage rate allowed by the Internal Revenue Code for income tax deductions per mile in lieu of actual expenses for transportation." The Internal Revenue Standard Mileage Rates can be found in [IR-2014-114](#). The Alabama Code Section 36-7-22 can be found at: <http://alisondb.legislature.state.al.us/alison/codeofalabama/1975/36-7-22.htm>. Mileage shall be defined as beginning at the first scheduled work site for the day and ending at the last work site for the day. Mileage reimbursement is contingent upon receipt of documentation of dates of work, employees' names, beginning and ending mileage per day and work location. Approval must be obtained from the Region Debris Manager and the State Debris Manager.**

Name of Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT II

### CERTIFICATION STATEMENT Southeast Region, Troy Area

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** ALDOT requests that the proposer designates one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_

Official Contact Name: \_\_\_\_\_

- E-mail Address: (required) \_\_\_\_\_
- Facsimile Number with area code: (\_\_\_\_\_) \_\_\_\_\_
- US Mail Address: \_\_\_\_\_
- Telephone Number: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to ALDOT or Agencies to contact the above-named person or otherwise verify the information I have provided. By its submission of this proposal and authorized signature below, Proposer certifies that:

- The information contained in its response to this RFP is accurate;
- Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
- Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
- Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document;
- Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any sub-consultants, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).
- If sub-consultants are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative      DATE

## **ATTACHMENT III**

### **EXPERIENCE AND TRAINING Southeast Region, Troy Area**

The Consultant shall provide persons experienced and trained in construction inspection activities and/or debris removal monitoring. Consultant shall provide documentation verifying that key personnel have attended proper training to perform given tasks. For supervisors and project managers, the consultant shall provide certified work and training history including reference information indicating sufficient work experience and training. The following requirements are necessary for each classification of monitoring personnel:

- **The Contract Monitor – Supervisor/Coordinator shall possess the following Minimum Training:**
  - Consultant provided training course
  - FEMA Training in Debris Management/ Monitoring
  - ATSSA Work Zone Supervisor Certification
  - Work Zone Safety and Awareness
  - First Aid
  - CPR 25
- **The Contract Monitor – Office Support shall possess the following Minimum Training/Experience:**
  - ALDOT Construction Contract Administration
  - Microsoft Excel
  - Any necessary ADMS software
- **Contract Monitor – Roadway and Contract Monitor – Disposal Site:**
  - Minimum training requirements shall include formal training developed and/or provided by the Consultant.
  - The formal training program completion certifications shall be submitted to the Project Manager
- **All Contract Project Managers provided by the Consultant shall possess knowledge of the following ALDOT documents and procedures:**
  - ALDOT Southeast Region Debris Management Plan
  - Debris Management Standard Operations Procedures
  - Retainer Debris Removal and Disposal Contract(s)
  - Contract Administration
  - Traffic Control Procedure
  - FEMA Debris Management Guide
  - Statewide Programmatic Agreement
- **All Contract personnel provided by the Consultant shall possess knowledge of the following:**
  - Manual on Uniform Traffic Control Devices
  - FEMA Debris Management & Monitoring Guidance Documents



- ALDOT Southeast Region Debris Management Plan
- Retainer Debris Removal and Disposal Contract(s)
- Statewide Programmatic Agreement

**NOTES:**

- The Project Manager reserves the right to reject any person(s) who do not possess the minimum skills, knowledge, and ability to perform the work to his/her satisfaction.
- The Project Manager reserves the right to dismiss any person(s) for disorderly conduct, failure to follow directions, or for unsatisfactory work.

## ATTACHMENT IV

### MINIMUM CLASSIFICATION REQUIREMENTS Southeast Region, Troy Area

Classification	Number to be Provided *	Minimum Number of Years of Construction Contract Inspection, Monitoring, Administration, or other Relevant Experience**	Required ALDOT Certification(s)
Contract Monitor - Roadway	SE Region- 55	2	None
Contract Monitor - Disposal Site	SE Region - 10	2	None
Contract Monitor - Supervisor/Coordinator	SE Region – 7	2	None
Contract Monitor - Office Support	SE Region – 2	2	None
Contract Monitor- Project Manager	SE Region – 1	5	None

#### NOTES:

- ALDOT will only pay for one monitor per debris pick-up site per day, and no more than two monitors per disposal site per day (as authorized by ALDOT Project Manager).
- ALDOT will only pay for one Supervisor/Coordinator per Region and one Project Manager per Contract. ALDOT shall approve any adjustments.

\* Number shown is for resource estimation and price comparison purposes. Actual numbers required can and will vary depending on the size and type of event.

- \*\* If substitutions for years of experience are offered for any key personnel, the proposer shall:
- Include a copy of the formal training program that was developed or provided to the key personnel by the proposer, or
  - Submit a detailed certified work and training history, including reference information indicating sufficient work experience and training.

## **ATTACHMENT V**

### **SPECIFIED SERVICES Southeast Region, Troy Area**

#### **Description: Debris Monitoring Services**

The purpose of this solicitation is to establish a retainer contract for a qualified consultant to assist the ALDOT Southeast Region, Troy Area with Debris Removal, Reduction, and Disposal Monitoring services. The Consultant will provide the necessary staffing and equipment resources to supplement ALDOT resources in the monitoring of region-wide debris removal and disposal contracts as a result of natural or man-made disaster(s)/event(s). As needs are identified, ALDOT will issue task orders to the consultant which will authorize the consultant to provide services. The services to be provided under the resulting contract excludes physical removal of debris but includes and is not limited to providing services and technical assistance related to debris removal, documenting all debris removal activities in order to be eligible for FEMA/FHWA reimbursement, including reduction and disposal of debris resulting from a natural or manmade disaster as directed by the ALDOT in order to eliminate immediate threats to the public health and safety. The Consultant will also provide Debris Disposal Management technical program management assistance to ALDOT officials and assist ALDOT as it seeks FEMA/FHWA reimbursement for emergencies. The work to be undertaken includes, but is not limited to:

#### ***Debris Management Plan Preparation & Development***

At the request of ALDOT, the Consultant shall develop a debris management plan in collaboration with ALDOT. The Consultant will assist ALDOT in preparing for debris management operations including:

- Providing necessary team members as identified in the Consultant's proposal to complete preparations for debris management operations. Team members must include but are not limited to:
  - Project Manager
  - Supervisor/Coordinator
  - Office Support
  - Roadway Monitor (s)
  - Disposal Site Monitor(s)
- Providing in-depth working knowledge of a variety of recovery operations including for the United States Army Corps of Engineers (USACE) debris management guidelines, Federal Highway Administration (FHWA) eligibility and reimbursement guidelines, and the Federal Emergency Management (FEMA) eligibility and reimbursement guidelines.
- Obtaining proper approvals for special debris removal programs.
- Work with ALDOT to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, Federal Highway Administration (FHWA) ER, and NRCS funding.

#### ***Onboarding and Training of Employees***

Within 48 hours of ALDOT's Notice to Proceed (NTP associated with an event), the Consultant

will mobilize resources to provide the services as stated in the NTP. Personnel will include current staff members as well as additional staff recruited, on boarded, and trained specifically for the event. Staffing approach should involve in-house resource management and placement of personnel, as appropriate to meet the task order requirements assigned. Consultant will train personnel in accordance with *FEMA FP-104-009-02* or other applicable Federal/State Guidelines. The selected Consultant shall furnish qualified and trained personnel and equipment as specified in detail in **Attachment III (Experience and Training)**.

The Consultant provided personnel will be assigned to an ALDOT Project Manager or designee. The Consultant provided personnel will accept work directions, guidance, and instructions from the ALDOT Project Manager or his assigned ALDOT representative. The ALDOT Project Manager or designee will determine work starting time, work hours, pre-approved overtime, work assignments, and project assignments. The Consultant provided personnel shall conduct his work within these instructions and directions using the most cost-effective methods. The Consultant provided personnel shall not be engaged in any other work assignments during the working times assigned by the ALDOT Project Manager or designee.

### ***Support Debris Management and Removal Operations***

- Using generally accepted practices/calculation methods, the Consultant shall provide an estimate of debris that will require removal as soon as possible after an event.
- Utilizing the debris estimate:
  - Make recommendations to ALDOT on advantages/disadvantages specific to the event of using a single versus multiple debris removal contractors.
  - Provide an estimated cost to ALDOT utilizing historical debris removal contractor rates and historical consultant crew/monitor rates by collection zones.
  - Assist in identifying and obtaining required data for proposed/new DMS approval sites.
- Assign project manager manager/supervisor as necessary to adequately support debris management and removal activities.
- The Consultant will work with ALDOT and/or its contractor(s) to establish the appropriate number of Debris Management Sites (DMS) and staff each DMS with DMS Monitors.
- The Consultant will deploy Field Supervisors sufficient to cover at least one (1) Field Supervisor for every ten (10) Monitors (or fraction thereof) to efficiently and effectively oversee, document, and substantiate debris removal. Field Supervisors must be prepared to operate a minimum of 12-14 hours per day, 7 days per week, verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones, and maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas.
- The Consultant will deploy Roadway Monitors for each mechanized piece of loading equipment deployed by ALDOT and/or contractor(s) unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from ALDOT Right of Way (ROW) and other collection zones identified and approved by ALDOT.

- DMS Monitors are also responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or transported out to the final disposal site. DMS Monitors shall ensure that all trucks are fully discharged of their load when exiting the DMS and prior to returning to debris removal activities. DMS Monitors shall also ensure that trucks are not artificially loaded and report any concerns to the Consultant Supervisor or Project Manager.
- The Consultant shall monitor the removal of leaning trees, hanging limbs, and hazardous stumps. The Consultant shall assist ALDOT with identifying, documenting, and managing hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. Consultant will utilize ADMS to capture photographs and GPS coordinates for every hazardous tree and limb removed. Consultant will ensure that hazardous stumps are removed and reported to FEMA in accordance with FEMA FP-104-009-02 and that the stump removal process is documented to include before and after photographs and GPS coordinates.
- The Consultant shall measure and certify all trucks/equipment used for debris removal. The Consultant will complete equipment check-in and certification of trucks and other equipment mobilized by the Department/contractor(s) so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in ALDOT's debris removal contract(s). In order to comply with these standards, the Consultant will observe and record the following information during truck certifications on FEMA approved truck certification forms:
  - Valid truck registration and insurance.
  - Volumetric capacity of the inside of the loading container.
  - Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions.
  - Provide brief physical description of the truck, photographs of the truck, container, and driver.
  - Assign a unique identification number to each truck and a placard with the truck number is affixed to each side of the debris removal truck (QR Code).
- The Consultant personnel shall document and report to ALDOT if Contractor personnel are not following safety standards including personal protective and/or traffic control. The Consultant personnel shall also document and report to ALDOT activities that may require remediation including fuel spills, hazardous materials, etc.
- The Consultant personnel shall document and report to ALDOT issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor Personnel.
- All Consultant personnel shall be familiar and proficient with an automated debris management system (ADMS), as ALDOT will require the Contractor to document Debris Removal, Reduction and Disposal Contracts with an automated debris management system (ADMS) in lieu of paper load tickets. Specifications for this system can be found in **Attachment X**.
- The Consultant shall accumulate daily field data and upload daily debris collection and disposal information into a secure electronic disaster debris data management system that summarizes debris quantities to include forecasted debris and collection and disposal information by date, debris type, collection zone, and collections and disposal location. The Consultant will plot daily collection totals using GIS software and provide

ALDOT with a map of daily collection operations and cumulative debris removal to date. The Consultants graphical reporting tools must provide ALDOT with the collection information needed to make critical decisions and report progress to the public, FHWA and FEMA. The GIS software must be able to provide maps, spreadsheets, form data, etc. in a manner that will satisfy FEMA and FHWA requirements. Additionally, the Consultant data management system will serve as an electronic clearinghouse for photographs, electronic “ticket” transaction images, and other field reports developed to document the debris removal operation or any Debris Disposal Management operation.

- The Consultant provided personnel shall timely and neatly complete all documentation assigned by the ALDOT Project Manager or designee. Additionally, at the beginning of the next work-day, the Consultant provided personnel shall provide a daily status report of the previous day’s work to the ALDOT Project Manager or designee detailing all working hours, work tasks and accomplishments, and resource utilization.
- The Consultant will perform a thorough review and reconciliation of contractor invoices submitted to ALDOT. In order for contractor payments to be verified as accurate and correct the Consultant verifies with its database, truck certification, load transactions and unit rate transactions, including leaners and hangers or any additional items not specifically mentioned. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by the consultant on behalf of ALDOT. Upon completing the verification of each record being claimed for payment, consultant will render a payment recommendation to ALDOT.

### ***Additional Value-Added Services/Positions***

Depending on the type of disaster event the Department is responding to, additional team members (not included in the original staffing list) may need to be identified to accomplish the recovery efforts. The Consultant should anticipate these needs and make recommendations to the ALDOT on the additional services/positions and how they will enable ALDOT to fulfill its mission. ALDOT reserves the right to engage the additional services/position as well as to add additional positions not recommended in order to accomplish its mission. The Department reserves the right to provide the expected level of experience and qualifications to the Consultant. Any positions not previously identified will be negotiated and paid at cost.

### ***ALDOT Performance and Safety Standards***

All work will be performed in accordance with the ALDOT’s Standards and Procedures. At a minimum, the Consultant will ensure the following standards and equipment requirements:

- Each Consultant provided personnel shall be equipped with a reliable and dependable vehicle for use each day in the contract monitoring activities.
- The Consultant provided personnel shall be equipped with a cell phone and be available for ALDOT business calls at all times while working for ALDOT. The Consultant provided personnel shall provide other contact information as necessary to ensure adequate and timely means of communication.

- The Consultant provided inspectors shall be familiar with the area of work and will be able to easily and quickly navigate to and from multiple work locations, ALDOT facilities, Consultants' facilities, etc.
- The Consultant provided personnel shall be equipped with all necessary Personal Protective Equipment (PPE) needed for the working conditions as required by OSHA, the ALDOT Safety Manual and as approved by ALDOT Safety Section. At a minimum, the Consultant provided personnel shall provide the following:
  - Hard Hat or helmets
  - Reflective Safety Vest
  - Hearing Protection
  - Safety Glasses
- The Consultant provided personnel will need to provide the following as needed:
  - Rubber Boots
  - Rain Suit
  - Insect Repellant
  - Gloves
  - Life Vest
  - Other safety gear as identified by ALDOT and the Consultant Project & Safety Managers
- As a minimum, the Consultant provided personnel shall be equipped with the following equipment: GPS unit, digital camera, calculator(s), measuring tape(s), clipboards, writing and drawing instruments, and travel maps.
- The Consultant provided Office Support and Supervisor/Coordinator shall be equipped with a laptop computer with Microsoft Office Suite, wireless capabilities, and remote internet access.
- The Consultant shall provide personnel with an Identification Badge and vehicle decals. The badge shall be worn at all times during working hours and decals shall be displayed on the Consultant provided vehicle at all times while working on ALDOT projects.
- The Consultant provided personnel will be responsible for obtaining all ALDOT forms, manuals, documents, and procedures which are available on the Department's Internet site. ALDOT will provide copies or make available all necessary manuals, documents, forms and procedures not available on its Internet site.
- ALDOT may provide office space and field office space as available.
- The Consultant will provide their personnel with all necessary food, water, fuel, restroom facilities and lodging facilities needed to provide these services.

## ATTACHMENT VI

### SAMPLE CONTRACT

#### CONSULTING SERVICES AGREEMENT

#### ***RETAINER AGREEMENT FOR DEBRIS REMOVAL, REDUCTION, AND DISPOSAL MONITORING RESOURCES***

#### **ALABAMA DEPARTMENT OF TRANSPORTATION SOUTHEAST REGION, Troy AREA**

On this \_\_\_\_\_ day of \_\_\_\_\_, the State of Alabama through the Alabama Department of Transportation, hereinafter sometimes referred to as "ALDOT", and \_\_\_\_\_, hereinafter sometimes referred to as "Consultant", do hereby enter into this Agreement under the following terms and conditions.

#### **PREFACE**

ALDOT has many challenges related to Debris Removal, Reduction, and Disposal Monitoring. These challenges afford ALDOT with many opportunities to improve services to the public through the utilization of improved practices by our Consultants. These improved practices include accurate completion of all required documentation which will result in increasing the retainage of Federal reimbursements. Another objective is to eliminate waste by decreasing the amount of unnecessary work by ALDOT employees required to correct inaccurate documentation. The overall goal is to not only select a qualified monitoring Consultant, but one that will provide the services that will achieve these objectives.

**\* PLEASE NOTE: Prior to execution of any agreement resulting from RFP, the Consultant must be registered as a vendor at:**

<http://purchasing.alabama.gov>

**Click on: Vendor Registration.**

For assistance, the Division of Purchasing Phone Number is (334) 242-4284. **It is highly advisable to register a minimum of one if not more product and service category codes, which can be found under the Vendor Registration Page ([Products and Services Codes](#), [Professional Services Products and Services Codes](#)).**

#### **I. SCOPE OF SERVICES**

##### **1. DESCRIPTION OF SERVICES**

The Consultant will provide the necessary staffing and equipment resources to supplement ALDOT resources in the monitoring of region-wide debris removal and disposal contracts, as a result of natural or man-made disaster(s)/event(s). On an as needed basis, the Consultant will be given a Notice to Proceed to provide necessary staffing and equipment detailed in the Notice to Proceed to:

- a. Assist and support the assigned ALDOT Project Manager(s) in the inspection and monitoring of region-wide Debris Removal, Reduction, and Disposal Agreements on state and interstate routes.



- b. The Contractor shall document Debris Removal, Reduction, and Disposal Agreements with an **automated debris management system** (ADMS) in lieu of paper load tickets. Specifications for this system can be found in **Attachment X**.
- c. Provide an electronic database to process, store, and query all data including photographs, field documents, haul truck certification, etc.

The Consultant will have forty-eight (48) hours from notification date to mobilize resources to provide the services as stated in the Notice to Proceed. The selected Consultant shall furnish qualified and trained personnel and equipment as specified in detail in **Attachment III** (Experience and Training), in order to accomplish the specified services in **Attachment V** (Specified Services).

The Consultant shall follow the generally accepted standard of care typically exhibited by similarly situated professional consultants performing like services on projects of similar size, scope, nature and complexity, and at the same general time and location. ALDOT and Consultant agree and understand that Consultant's services hereunder constitute professional services. Consultant makes no warranty or guarantee, express or implied, and guarantees no particular result.

## **2. PERFORMANCE MEASURES**

The performance of the Agreement will be measured by the State Project Manager in order to evaluate the Consultant's performance against the criteria contained in **Attachment V** of the Request for Proposals (RFP) and a statistical sampling and analysis of electronic haul ticket data for accuracy and completeness as defined in Section 2.4 of the RFP. The RFP is incorporated by reference herein as if fully set forth.

## **3. MONITORING PLAN**

ALDOT's Project Manager and/or designee will monitor the services provided by the Consultant and the expenditure of funds under this Agreement. The Troy Area Maintenance Engineer is primarily responsible for the day-to-day contact with the Consultant and day-to-day monitoring of the Consultant's performance.

## **4. SUBSTITUTION OF KEY PERSONNEL**

Upon execution of this Agreement, the Consultant shall identify its key personnel and provide contact information to the Troy Area Maintenance Engineer. Key personnel assigned to this Agreement shall not be removed, replaced, or substituted without prior consultation with ALDOT. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event any Consultant personnel become unavailable, the Consultant shall provide an equally qualified replacement.

# **II. ADMINISTRATIVE REQUIREMENTS**

## **1. TERM OF AGREEMENT**

This Agreement shall begin on June 1, 2024, and shall terminate on May 31, 2024, unless modified by a fully executed amendment agreement. ALDOT, at its discretion, has the option to extend this contract beyond the dates listed above for up to three (3) one-year periods with concurrence from the consultant. Notwithstanding the foregoing, in no event shall this Agreement be valid until it has been approved, in writing, by the Transportation Director and

approved as required by law.

## **2. ALDOT FURNISHED RESOURCES**

The Troy Area Maintenance Engineer shall be the Project Manager who shall provide oversight of the activities conducted hereunder. Notwithstanding the Consultant's responsibility for management during the performance of this Agreement, the ALDOT Project Manager shall be the principal point of contact for Consultant concerning Consultant's performance under this Agreement.

## **3. TAXES**

Consultant agrees to be responsible for payment of taxes from the funds received under this Agreement shall be Consultant's obligation and identified under Federal tax identification number \_\_\_\_\_. **(This must be filled out.)**

## **III. COMPENSATION, MAXIMUM AMOUNT OF AGREEMENT, & PAYMENT TERMS**

### **1. COMPENSATION**

In consideration of the services described above, ALDOT hereby agrees to pay the Consultant compensation based on the following billable rates for the actual work performed:

<b>Classification</b>	<b>Billable Hourly Rates</b>
Monitor with ADMS/ Roadway	\$
Monitor with ADMS/ Disposal Site	\$
Monitor Supervisor/Coordinator	\$
Monitor /Office Support	\$
Monitor /Project Manager	\$

### **2. PAYMENT TERMS**

Payments to the Consultant for services rendered under this Project shall be made monthly based on a certified and itemized invoice showing line item costs incurred. All labor charges for approved services shall include the names of the employees, their classification, and the actual time worked and hourly rate, excluding lunch or other breaks. These services shall be reimbursed at the approved billable rate for that classification established from the accepted Consultant's Proposal. These rates shall be used for the duration of the Agreement.

Any charges for approved services other than labor shall be detailed and include vendor name, cost, and description. Final payment for these costs will be adjusted after project completion, or at the request of the Project Manager, to reflect the actual costs incurred by the Consultant during the term of this Agreement as determined by ALDOT's Audit Section following the post audit of the Agreement. In no event shall an adjustment allow the Agreement cost to exceed the maximum limitation imposed herein. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations (FAR) as applicable. Upon receipt of each invoice, ALDOT timely process the invoice for payment.

### **3. ERRORS AND OMISSIONS**

It is understood that all work required of the Consultant under the Agreement shall be accurate, complete, and performed to the satisfaction and approval of ALDOT. ALDOT's review, approval, acceptance of, or payment for the services required under this Agreement shall not be construed to operate as a waiver of any of ALDOT's rights or of any causes of action arising out of or in connection with the performance of this Agreement.

The Consultant shall be responsible for the accuracy and completeness of all services performed under this Agreement and by the Clean-up Contractor. If errors or substandard work is discovered, the substandard work should be corrected, and payments withheld until delivery of an acceptable product. The Consultant shall, without additional compensation, correct or revise any deficiencies discovered subsequent to final acceptance by ALDOT. If ALDOT staff make reasonable corrections due to oversight, errors or omissions by the Consultant, the Consultant shall be responsible for reasonable costs incurred by ALDOT to make the corrections.

## **IV. TERMINATION**

### **1. TERMINATION FOR CAUSE**

ALDOT may terminate this Agreement for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Agreement; provided that ALDOT shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected the failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct the failure and thereafter proceeded diligently to complete the correction, then ALDOT may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Agreement may constitute default and may cause cancellation of the Agreement. Consultant may exercise any rights available to it under Alabama law to terminate for cause upon the failure of ALDOT to comply with the terms and conditions of this Agreement provided that the Consultant shall give ALDOT written notice specifying ALDOT's failure and a reasonable opportunity to cure the defect.

### **2. TERMINATION**

ALDOT may terminate the Agreement at any time without penalty by giving thirty (30) days written notice to the Consultant of the termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress, prior to the date of notice of termination; to the extent work has been performed satisfactorily.

## **V. INDEMNIFICATION & LIMITATION OF LIABILITY**

The Consultant shall indemnify and save harmless ALDOT for any and all losses, liabilities, damages, and judgments of sums of money caused by the negligent acts, errors, and omissions of the Consultant, its agents, servants, independent Consultants, or employees in their performance of the terms of this Agreement. This indemnification shall include reasonable attorney's fees and court costs incurred by ALDOT. **Exhibit F** supplements this paragraph.

## **VI. AGREEMENT CONTROVERSIES**

Any claim or controversy arising out of the Agreement shall be resolved by the Transportation Director, whose decision shall be final, binding, and conclusive upon all parties. Should a dispute

between the parties relate to the payment of money to the Consultant, the sole remedy of the Consultant shall be to file a claim with the State of Alabama Board of Adjustment.

#### **VII. FUND USE**

Consultant agrees not to use Agreement proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Alabama Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Alabama Legislature or any local governing authority.

#### **VIII. OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Consultant by ALDOT are and shall remain the property of ALDOT, and shall be returned by Consultant to ALDOT, at Consultant's expense, at the termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Consultant in connection with the performance of the services agreed for herein shall become the property of ALDOT, and shall, upon request, be returned by Consultant to ALDOT, at Consultant's expense, at termination or expiration of this Agreement.

#### **IX. NON-ASSIGNABILITY**

Consultant shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of ALDOT. This provision shall not be construed to prohibit the Consultant from assigning to a bank, trust company, or other financial institution any money due or to become due from approved this Agreement without prior written consent of ALDOT. Notice of any such assignment or transfer shall be furnished promptly to ALDOT.

#### **X. AGREEMENT MODIFICATION**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

#### **XI. COST RECORDS**

The Consultant and its sub-Consultants shall maintain and retain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project for five years from the date of payment of the last estimate under this Agreement. Costs shall be accordance with 48 CFR 31 of the FAR, as modified by ALDOT audit guidelines, and which are incorporated herein by reference herein as if fully set forth. The FAR is available for inspection through [www.transportation.org](http://www.transportation.org). Records shall be retained until an audit is made by ALDOT or the Consultant is released in writing by ALDOT, at which time the Consultant may dispose of the records. The Consultant shall, however, for three years form the date of payment of the last estimate under this Agreement or the release of the retainage for this Agreement, whichever occurs later, for inspection by ALDOT, FHWA, and/or Legislative Auditor or the General Accounting Office (GAO).

## **XII. SUB-CONSULTANTS**

The Consultant may, with prior written permission from ALDOT, enter into agreements with sub-consultants for the performance of any part of the Consultants duties and obligations hereunder. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to ALDOT for any breach in the performance of the Consultant's duties. The Consultant will be the single point of contact for all sub-Consultant work. The terms and conditions of this Agreement shall be incorporated into all sub-consultant agreements.

## **XIII. INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-VI, or its reasonable equivalent. This rating requirement is waived for Worker's Compensation coverage only. The Consultant shall not commence work under this Agreement until all insurance as required herein has been obtained. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Alabama state agency, shall be filed with the State of Alabama for approval. The Consultant shall not allow any Sub-Contractor to commence work on its subcontract until insurance as required herein has been obtained and approved. If requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the State of Alabama before work is commenced. No insurance policy shall be cancelled, altered or reduced or expire without thirty (30) days' notice in advance to the State of Alabama and approved to by the State of Alabama and ALDOT in writing.

Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the Sub-Contractor similarly to provide Workers' Compensation Insurance for all its employees, unless the employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the Agreement at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-Contractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, ALDOT, and any Sub-Contractor during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a Sub-Contractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to ALDOT. The insurance shall name ALDOT as an additional insured.

Special hazards insurance as determined by ALDOT shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Agreement included therewith. The Consultant shall maintain during the life of the, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. The insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on

the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

The Consultant shall require that any and all Sub-Consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

#### **XIV. APPLICABLE LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of Alabama. Venue of any action brought with regard to this Agreement shall be in Troy County, Alabama.

#### **XV. CODE OF ETHICS**

The Consultant acknowledges that Section 36-25-1, et seq., Code of Alabama 1975 applies to the Contracting Party in the performance of services provided in this Agreement. The Consultant agrees to immediately notify ALDOT if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

#### **XVI. SEVERABILITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **XVII. COMPLETE AGREEMENT**

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final approval.

#### **XVIII. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This Agreement together with the RFP and addenda, **Attachments V and X**, and **Exhibits** as modified herein, issued and Consultant's proposal are incorporated herein as if fully set forth and shall be construed to give effect to all of its provisions. Where provisions are in conflict, first priority shall be given to the provisions of the Agreement second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Consultant's Proposal.

#### **XIX. MEANS AND METHODS: PROJECT SAFETY**

The Consultant shall not be responsible for the safety or for the means and methods employed by debris removal contractors, haul-off contractors, or others not directly employed by the Consultant or its sub-contractors. The safety of the public, of debris removal sites, and of debris removal employees and sub-contractors shall be the sole and exclusive responsibility of the debris removal contractors. The responsibility to identify and correct safety issues or unsafe conditions rests solely and exclusively upon the removal contractor and sub-contractors. Consultant shall neither be responsible for, nor have the right or ability to alter, cease, or otherwise influence the

debris removal contractors' means and methods.

#### **XX. MUNICIPAL ADVISOR DISCLOSURE AND DISCLAIMER**

Consultant is not acting or being retained to act as a "municipal advisor," as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as amended, and does not owe a fiduciary duty to ALDOT or an "obligated person," as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. Consultant shall not provide advice or recommendations to or on behalf of ALDOT or an obligated person regarding municipal financial products or the issuance of municipal securities. Consultant is not recommending an action to ALDOT or an obligated person; Consultant is not acting as an advisor to ALDOT or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to ALDOT or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; Consultant is acting for its own interests; and ALDOT and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that ALDOT or obligated person deems appropriate before acting on any information or material. Consultant will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of ALDOT or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. Consultant will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities; nor will Consultant be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to ALDOT.

#### **XXI. COMPLIANCE WITH ACT 2016-312**

In compliance with Act 2016-312, the Consultant is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

#### **XXII. COMPLIANCE WITH ACT 2023-409**

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

#### **XXIII. IMMIGRATION**

By signing this lease, the parties affirm, for the duration of the lease, 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 party found to be in violation of this provision shall be deemed in breach of the lease and shall be responsible for all damages resulting therefrom.

#### **XXIV. AGENCY**

By entering into this Agreement, the Consultant is not an agent of the State, its officers, employees, agents or assigns. The Consultant is an independent entity from the State, and nothing in this Agreement creates an agency relationship between the parties.

**XXV. EXHIBITS**

Exhibits A, B, C, D, E (as applicable), F (excluding the Insurance Provision), G (as applicable), H, I, K, L, M, N, O, P, Q, R, and S are incorporated into this Agreement.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

CONSULTANT:



\_\_\_\_\_  
Witness for First Party

By: \_\_\_\_\_

\_\_\_\_\_  
Witness for First Party

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Federal Identification Number

STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Witness for Second Party

By: \_\_\_\_\_  
John R. Cooper, Transportation Director

\_\_\_\_\_  
Witness for Second Party

This agreement has been legally reviewed  
and approved as to form and content:

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Steve Graben, P.E., Region Engineer

By: \_\_\_\_\_  
William Patty, Chief Counsel  
Department of Transportation

APPROVED:

APPROVED:

\_\_\_\_\_  
Kay Ivey  
Governor, State of Alabama

EXAMPLE DAILY HAUL RECORD

CONTRACT NO. \_\_\_\_\_

DAILY REPORT				
CONSULTANT:  CONTRACT NO:			DATE OF REPORT:	
Truck No.	Location of Work	Local Collection Site Trips	Landfill Trips	Cubic Yard Totals
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
	DAILY TOTALS			

## EXAMPLE LOAD TICKET

LOAD TICKET	
TICKET NUMBER:	
CONTRACT NUMBER	
CONSULTANT	
DATE:	
DEBRIS QUANTITY	
Truck No:	Capacity (CY):
Load Size (CY):	Tons:
Truck Driver:	
Origin of Load:	
DEBRIS CLASSIFICATION	
Burnable	
Non-Burnable	
Mixed	
Other	
LOCATION	
Section/Area:	Dumpsite
Time	Inspector
Loading	
Dumping	
Eligibility (Y/N):	Original: ALDOT Yellow: Consultant

EXAMPLE TRUCK PLACARD

(To be provided by debris contractor)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Company Name**

**Truck Number**

**Cubic Yards**

## ATTACHMENT X

### **AUTOMATED DEBRIS MANAGEMENT SYSTEM – ADMS (Pronounced Adams)**

The purpose of this section is to provide specifications for an automated debris management system to be utilized in disaster debris management missions tasked under the Debris ACI Contract(s). The ADMS must meet the following performance characteristics:

- The system must generate an electronic load tickets at the point of debris loading into the transport container. Paper tickets are optional. At a minimum, the system must produce a load ticket exhibiting the following characteristics:
  - Allow creation of point of origin load data only when position is known and credentials have been authenticated
  - Automatically record date and time and other relevant point of origin data
  - Systems writes point of origin load data using encrypted storage algorithms
  - Records Right of Entry or work order number
  - Documents ticket/tower personnel credentials with point of origin load data
  - Acknowledge successful data capture
  - Record digital images of debris, location, and / or other images selected by user
  - Duplicate databases for internet and government use
  - Only two elements of the traditional debris paper load ticket (debris type and load call) are manually entered
  - Uses GPS & GIS technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage
  - Evaluation of daily event status, production information, and performance information using web-based reporting, off the shelf software, and GIS tools
  - Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled through an integrated database management system.
- The ticket/tower applications at a minimum must include:
  - Ticket/tower monitor electronic registration
  - Generate unique ID's for registrants
  - Link designated ticket/tower personnel roles to a specific mission
  - The ability to edit ticket/tower personnel roles i.e., create, update and delete
  - Assign and track equipment used in debris hauling and reduction
  - Store ticket/tower personnel contact information relative to the mission
  - Track and Manage ticket/tower personnel role and status
  - Create encrypted, protected electronic smart card must depict image and other identifying data and employ anti tampering mechanisms)
  - Reject invalid ticket/tower personnel credentials
  - Reject invalid certification credentials
- Truck certification is used to register authorized debris hauling vehicles and equipment. As a minimum, the following must be included:
  - A means of electronically registering authorized debris contractor vehicles and equipment

- Link electronic registration to digital images
  - Identify mission and governmental entity
  - Generate unique ID's for contractor vehicles and equipment
  - Utilize uniform measurements e.g. feet and inches
  - Capture vehicle volume
  - Utilize industry standard equations for all volume calculations
  - Capture drivers and certification team member unique identification number
  - Recertify vehicles
  - Recertified vehicles must be recorded in an audit table
  - Certification data must be associated to authorized system user
  - Reject vehicles which are not associated with current event and applicant
  - Capture vehicle audit records
  - Create a printed certification record
  - Administrative reporting capabilities
- Completed ROW, ROE and Per-unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:
    - Accept site configuration data at the beginning of each work-day
    - Dynamically configure receiving application based on site configuration data
    - Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
    - Designate debris type
    - Record debris volume (based on unit of measure for the contract task order)
    - Identify original load data and create hard copy
    - Create load data record in internal storage
    - Create backup copy of internal storage
    - Continuously calculate and present real-time disposal site statistics
    - Re-print load ticket data
    - Preserve in its original state, then transmit daily transaction data
    - Associate ticket/tower personnel credentials with each received load
- Perform administrative duties, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:
    - Change ticket/tower personnel identification badge roles and responsibilities
    - Review total CY counter value
    - Audit vehicle certification data
    - Validate/Invalidate equipment and personnel
    - Reinitiate security sequence for ticket/tower personnel
    - In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the government secure server
- Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:

- Accept transactional data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes
- Contain a master record of:
  - Roles and responsibilities
  - Ticket/tower personnel credentials and other data
  - Certification credentials and other data
  - Mission data
  - Applicant data
  - Geospatial data
    - Street centerlines
    - County outlines
    - Population and demographic
    - Elevation
    - Wetlands delineation
    - Historic and Environmentally Sensitive areas
    - Debris work zones
    - Parcel data
    - Land use
    - FEMA flood zones
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data
- Select one or many points of data
- Calculate operational efficiency statistics such as:
  - Trip turn-around time
  - Trip distance to disposal site (straight line projection)
  - Average container fill percentage
  - Average tower manager load call
  - Load call trend data e.g., by tower managers, contractor, sub-contractor, driver, etc.
- Multiple data selections generate tabular data reports
- Filter mechanisms to highlight geospatial data
- Role based security
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing data sets based on parameters such as:
  - Time/Date
  - Contractor/Subcontractor
  - Debris type
  - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
  - Haul distance
- Prevent modification to original data by unauthorized or unauthenticated users
- Insert audit records for modifications to original data by authorized, authenticated users