

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard Montgomery, Alabama 36110



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Kay Ivey Governor John R. Cooper
Transportation Director

February 27, 2024

CONTINUOUS ANNOUNCEMENT FOR SERVICES

TO: Consultants

FROM: George H. Conner, P.E.

Deputy Director, Operations

RE: Construction Engineering and Inspection Services

for Cities and/or Counties - Statewide

The Alabama Department of Transportation is taking submittals from firms interested in providing consultant services for Construction Engineering and Inspection Services for Cities and/or Counties - Statewide. Attached are a scope of work and a list of evaluation items. Firms expressing interest should be fully capable of providing the end results.

This announcement is continuous and will remain open until further notice.

Your response to this announcement should be in the form of a letter-type response that addresses the points listed in the evaluation portion of this announcement. **This response should be limited to a maximum of three pages**.

Firms currently on the list of on-call consultants for the above referenced services, do not need to resubmit Statements of interest to remain on the list of on-call consultants.

NOTICE OF NEED FOR SERVICES

Notice is hereby given that the Alabama Department of Transportation, 1409 Coliseum Boulevard, Montgomery, Alabama 36110, is requesting submittal of interest from all engineering firms interested in performing work outlined in the following scope of work.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and Testing and contract administration services on a on-call Statewide basis for CITIES and/or COUNTIES.

The CONSULTANT will provide services, personnel and equipment as required by the CITY/COUNTY.

The work to be performed by the CONSULTANT will be as follows:

SECTION 1 - REQUIREMENTS

The CONSULTANT shall meet the requirements for conformance with Standards adopted by the STATE/CITY/COUNTY and shall ascertain the written practices of the STATE/CITY/COUNTY prior to beginning any work on this project.

The CONSULTANT shall provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide on-call basis for the STATE/CITY/COUNTY. The CONSULTANT shall provide services, personnel and equipment as required by the STATE/CITY/COUNTY.

<u>SECTION 1 - CONSTRUCTION ENGINEERING AND INSPECTION</u>

1.0 PURPOSE:

This Statement of work describes and defines the services which are required for construction engineering, inspection, materials sampling and testing, and contract administration for construction projects selected by the CITY/COUNTY.

2.0 SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures which will assure that the construction of the project is performed in reasonable conformity with the plans, specifications and contract provisions for the assigned project. The CONSULTANT shall provide professional, technical and administrative personnel meeting the requirements of the STATE/CITY/COUNTY in appropriate numbers at the proper times to ensure that the responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with the established standard procedures and practices of the STATE. Prior to furnishing any services, the CONSULTANT shall be familiar with those ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the STATE. The CITY/COUNTY will endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date of each construction contract to allow sufficient time for the CONSULTANT to schedule its activities. In the event of emergency needs, for a short-term basis (sickness, vacation, etc.), the CITY/COUNTY will provide the CONSULTANT two days advance notice in order for the CONSULTANT to furnish the required personnel. The CONSULTANT shall maintain close coordination with the CITY/COUNTY and Contractor to minimize rescheduling of the CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

3.0 **DEFINITIONS:**

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer the technical phases of ALDOT.
- C. Bureau of Construction: One of the Bureaus of ALDOT, charged with administering ALDOT's construction program.
- D. State Construction Engineer: The administrative head of the Bureau of Construction of ALDOT.

- E. Project Engineer, CONSULTANT: The qualified individual who has been assigned as the on-site person in charge of a construction contract.
 - Project Engineer, CITY/COUNTY: The qualified individual assigned by ALDOT to manage the Construction Engineering and inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of the project.
- F. FHWA: The Federal Highway Administration, United CITY/COUNTYs Department of Transportation.
- G. Construction Contract: The construction work let under separate contract(s) by ALDOT to contracting firm(s).
- H. Contractor: The contracting firm or its designated representatives awarded the contract(s) to do the construction work.
- Construction Contract Suspension: The unscheduled and unforeseen cessation of construction activity on a construction contract.
- J. Division Engineer: The administrative head of ALDOT's Division or his designated representative.
- K. District Engineer: The administrative head of one of ALDOT's Districts or his designated representative.
- L. State Bridge Engineer: The engineer in charge of structural design for ALDOT.
- M. State Design Engineer: The engineer in charge of roadway design for ALDOT.
- N. Consultant: The Consultant firm(s) retained by ALDOT to perform all construction engineering and administrative functions as defined in this Agreement.
- CITY/COUNTY Materials and Tests Engineer: The administrative head of ALDOT's Bureau of Materials and Tests.
- P. Division Materials Engineer: The employee designated by ALDOT to administer the policies on materials sampling and testing in ALDOT's Division.
- Q. Consultant Design Engineer (when applicable): The consultant design engineer retained by ALDOT to design the aforementioned project(s).

- R. Division Construction Engineer: The employee designated by ALDOT to administer the policies and procedures of the construction projects covered by this agreement.
- S. Division Consultant CEI Engineer (when applicable): The employee of ALDOT designated by the Division Construction Engineer to be in charge of the project(s) covered by this AGREEMENT.
- T. County Engineer: Administrative head of the County Engineering Department or their designated representative.
- U. City Engineer: Administrative head of the Mayor's Office/City Engineering Department or their designated representative.
- V. Division County Engineer: Employee designated by ALDOT to administer policies on oversight of CITY/COUNTY projects using Federal and/or State funds.

4.0 ITEMS TO BE FURNISHED BY THE CITY/COUNTY TO CONSULTANT:

- A. The minimum Contract documents for each project shall be distributed to the CONSULTANT, via the Region Engineer/City Engineer/County Engineer, by ALDOT's Office Engineer subsequent to the award of the construction contract for each project as follows:
 - 5 sets Construction Plans Half scale
 - 3 sets Construction Plans Full size (1 set to be used in the preparation of as built plans)
 - 2 sets Standard Drawings
 - 1 copy of Executed Contract
- B. An adequate supply of all standard forms to be used in fulfilling the technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. The CONSULTANT may use computerized forms approved by ALDOT.
- C. When determined by the City Engineer/County Engineer, the CITY/COUNTY shall provide janitorial service, furnish and maintain a Project Office at a location determined by the City Engineer/County Engineer. The office shall meet all local, CITY/COUNTY and federal building codes and requirements and shall contain the following:

- 1. A minimum 600 square feet heated and cooled office space.
- 2. Floor space shall be divided into one restroom, one central work room and three private offices.
- 3. Heating, air conditioning and lighting.
- 4. Water cooler service (not bottled water).
- 5. Hot and cold-water service.
- 6. If the office is a trailer, tie downs capable of withstanding winds up to hurricane force and trailer under pinning.
- 7. Garbage and trash disposal service.
- 8. Grass and weed control.
- 9. Parking spaces for a minimum of five (5) vehicles graded for drainage and suitably surfaced with an all-weather access road.
- Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.
- 11. The minimum furniture shall be supplied as follows:

Per office – 1 desk, 3 chairs

Per work room – 1 plan table, 1 work table (drafting), 2 stools, 3 chairs, 1 water cooler dispenser, 1-4 drawer file cabinet, 10 feet of book shelving, 1 plan storage rack and appropriate fire extinguishers.

- 12. The CITY/COUNTY will provide computers, typewriters, calculators, etc. for CITY/COUNTY personnel and one telephone for each office and work room. The consultant will be required to provide computers, calculators, etc. for their personnel if needed to perform their duties.
- 13. The CITY/COUNTY will provide a facsimile machine and a copier for use by the CITY/COUNTY and consultant personnel. The CONSULTANT will be allowed to furnish his own for his use at no cost to the CITY/COUNTY.

- 14. The CITY/COUNTY will provide testing equipment, photographic equipment, tapes, rulers, field books and other miscellaneous items necessary for the satisfactory performance of the work.
- 15. The CONSULTANT shall provide all surveying equipment and it must be the latest technical equipment such as electronic total stations, data collection, hand-held computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators and complete safety equipment.
- 16. Routine items for operation of the office such as stamps, postal costs, utility service, etc., will be supplied by the CITY/COUNTY.

5.0 ITEMS FURNISHED BY THE CONSULTANT:

A. Document Compliance

The requirements outlined within the printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to CITY/COUNTY, at least one copy of each document. One copy of each document shall be available at the project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

- 1. All current Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by the ALDOT's State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT will be furnished to the CONSULTANT in a timely manner by ALDOT's Region Construction Engineer.
- 2. Guidelines for Operations issued by ALDOT.
- 3. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT's State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials

- used in construction projects. A copy of each advisory issued on or subsequent to execution of this Agreement will be furnished to the CONSULTANT in a timely manner by the State's Materials and Tests Engineer.
- 4. ALDOT's Testing Manual as issued by ALDOT's State Materials and Tests Engineer. This manual sets out the test's frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials & Tests (BMT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms.
- ALDOT's Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction, engineering and inspection.
- A tabulation of required ALDOT's technician certifications relating to construction, engineering and inspection.
- ALDOT's Standard Specifications for Highway Construction. One copy for each of the CONSULTANT'S personnel.
- 8. The applicable Roadway and Traffic Design Standards.
- The applicable Manual for Safety and Control of Equipment Containing Radioactive
 Materials for each nuclear surface moisture density gauge on the project.
- ALDOT's manual of Materials, Sources and Devices with Special Acceptance
 Requirements as issued by the Materials and Tests Engineer.
- 11. FHWA Manual on Uniform Traffic Control Devices.
- 12. One copy of the Radiological Safety Manual for the use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT's Materials and Tests Engineer for each project on which there is a nuclear testing device.
- B. When requested by the CITY/COUNTY, the CONSULTANT shall provide janitorial service, furnish and maintain a Project Office within the project work limits, or other location approved by the Division Engineer. The site of the office, size of the office and accommodations shall have

prior written approval by the City Engineer/County Engineer. The office shall meet all local, state and federal building codes and requirements and shall contain the following:

- 1. A minimum of 600 square feet heated and cooled office space.
- 2. Floor space shall be divided into one restroom, one central office, and three private offices.

 One of the private offices, within the same confines as the CONSULTANT, shall be suitably furnished and maintained as an office for the use of the CITY/COUNTY if requested. This office space will contain no less than 180 square feet. The minimum office equipment to be provided by the CONSULTANT for the CITY/COUNTY'S office will consist of one desk and complimentary office chair; two conference room chairs; drawing table (4' x 6' minimum size); drafting stool; one two-drawer filing cabinet and telephone service or as approved by the City Engineer/County Engineer.
- 3. Heating, air conditioning and lighting.
- 4. Water cooler service (not bottled water).
- 5. Hot and cold-water service.
- 6. If the office is a trailer, tie-downs capable of withstanding winds up to hurricane. force.
- 7. Office trailer underpinning with materials approved by the City Engineer/County Engineer.
- 8. Garbage and trash disposal service.
- 9. Grass and weed control at office site to a maximum of three (3) inches in height by mowing for a distance of five (5) feet outside security fencing (if provided), or within the boundaries as approved by the City Engineer/County Engineer.
- 10. Parking spaces for a minimum of five (5) vehicles, plus additional spaces for use by CONSULTANT'S vehicles, graded for drainage and suitably surfaced, with an all-weather access road.
- 11. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.

12. The CONSULTANT shall have available, for his use in the field office, a microcomputer. The microcomputer shall be a Pentium 4 530 w/HT technology 3.0 GHz (or faster) PC-compatible, with a minimum of 1 GB of RAM and Windows XP Professional (preferred) or higher operating system. The microcomputer shall be equipped with a minimum of an 80 Gigabyte (or larger) hard drive and a CD-RW Drive. The microcomputer shall have a 56k or greater fax/modem capable of interfacing with the ALDOT computer network. The microcomputer shall be equipped with a Windows based laser printer. The computer software shall include Microsoft Office 2003 (or later version) and AASHTO's Site Manager (if available). All CADD files are required to be completely compatible with the Department's current production versions of CADD software, Bentley's MicroStation V8 and InRoads 2004. Ownership and possession of the microcomputer will remain at all times with the CONSULTANT. The CONSULTANT will be responsible for requesting a password to access the ALDOT computer network via the Division Engineer/City Engineer/County Engineer.

The CONSULTANT shall also furnish such other shelter, storage and parking space as required by the City Engineer/County Engineer to effectively carry out the CONSULTANT'S responsibilities under this AGREEMENT. The CONSULTANT shall provide the appropriate type of vehicles in numbers as approved by the City Engineer/County Engineer, to accommodate the CONSULTANT'S project personnel. Furniture and office equipment, supplied by the CONSULTANT, shall consist of desks, chairs, drafting tables, bookcases, file cabinets, calculators, facsimile machine, Xerox-type copier, typewriters, telephones and other items determined by the City Engineer/County Engineer to be necessary in order to fulfill the work under this AGREEMENT. The CONSULTANT shall provide all survey equipment, photographic equipment, tapes, rulers, field books and any other items necessary for the satisfactory performance of the work. Quantity and quality of the items require the Division Engineer's approval. Equipment shall be either U.S. Customary or metric as directed by City Engineer/County Engineer.

Routine items for operation of the office, such as stamps, postal costs, custodial fees, utility service, etc., will be supplied by the CONSULTANT.

6.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to the project(s) shall be subject to review by the Division Engineer. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the Division Engineer has been issued. Construction engineering and inspection forces will be required of the CONSULTANT at all times when required by the CITY/COUNTY. If the construction contract is suspended, the CONSULTANT'S forces will be adjusted at the direction of the City Engineer/County Engineer to correspond with the type of suspension, either complete suspension or partial suspension.

7.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the CITY/COUNTY will conduct reviews of the various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews will be conducted to determine compliance with this AGREEMENT and the sufficiency with which procedures are being effectively applied. These reviews are to assure that the construction work and administrative activities are performed in reasonable conformity with CITY/COUNTY policies, plans, specifications and contract provisions. The CITY/COUNTY shall have complete access, at all times, to the project site, project office, all project records and any other CONSULTANT items associated with the project or this AGREEMENT. The CONSULTANT shall cooperate and assist CITY/COUNTY representatives in conducting these reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the CITY/COUNTY's recommendations. The CITY/COUNTY's remedial recommendations and the CONSULTANT'S actions are to be properly documented by the Division Engineer. The CONSULTANT shall be responsible for the accuracy of its work and shall promptly

implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with the contract terms. If CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with the terms of the contract, the CONSULTANT, upon receipt of written notice of such defects from the CITY/COUNTY, shall correct such errors, omissions or non-compliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to the CITY/COUNTY, the Division Engineer shall prepare a written evaluation of the costs, delays, or damages and the circumstances which caused the increased costs, delays or damages. A copy will be sent to the CONSULTANT. The costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT.

Federal Aid projects are subject to review by representatives of the FHWA. Additional CITY/COUNTY personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

8.0 REQUIREMENTS:

A. <u>General</u>:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with the plans, specifications and contract provisions. The CONSULTANT shall advise the City Engineer/County Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control:

The CONSULTANT may be requested to reestablish the project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill the project requirements.

C. <u>Project Inspection</u>: The CONSULTANT shall provide services to monitor and document the
 Contractor's construction operations. The CONSULTANT shall test, inspect and document all

construction material as required to assure the quality of workmanship and materials are in reasonable conformity with the plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The STATE/CITY/COUNTY will monitor all other off-site activities and fabrication (including prestress production). The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the work. The standard procedures and practices of the CITY/COUNTY for inspections of construction projects are set out in the CITY/COUNTY'S Construction Manual. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

D. <u>Testing</u>:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure the materials and workmanship incorporated in each project are in reasonable conformity with the plans, specifications and contract provisions. The CONSULTANT shall meet the minimum sampling frequencies set out in the CITY/COUNTY'S Testing Manual. The CITY/COUNTY reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing the test results to determine the acceptability of all materials and completed work items. The CONSULTANT shall be responsible for the verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for the progress record sampling of reinforcing steel. The CITY/COUNTY will monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify that job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the CITY/COUNTY of schedules for sampling and testing as the work progresses on each construction contract so

sampling can be accomplished by the CITY/COUNTY at the proper time. Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested in a CITY/COUNTY laboratory to the appropriate laboratory. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of the project hot-mix asphalt operations.

E. <u>Management Engineering Services</u>:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of the activities of all parties involved in accomplishing completion of the projects; maintain complete, accurate records of all activities and events relating to the projects; properly document all significant changes to the projects; provide interpretations of the plans, specifications and contract provisions; make recommendations to the CITY/COUNTY to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this Agreement. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to, the following:

- Attending and participating in a pre-construction conference for each project. Record
 significant information revealed, and decisions made at this conference and if requested by
 the CITY/COUNTY, distribute copies of these minutes to the appropriate parties. The
 CONSULTANT may be required to conduct the pre-construction conference.
- 2. Complete and maintain a full and accurate daily record of all activities and events relating to the project. Record all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The CONSULTANT shall immediately report to the City Engineer/County Engineer changes in pay items, project time or cost as soon as they become known to the CONSULTANT.

- Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the CITY/COUNTY. These diaries and reports shall be kept up to date on a daily basis.
- 4. Maintain a project log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
- 5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in the project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.)
- 6. Prepare and submit monthly to the Division Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations will be used for preparation of the Monthly Progress Estimate.
- 7. Provide interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the City Engineer/County Engineer when an interpretation involves complex issues or may have an impact on the cost or quality of performing the work.

8. Field Problems

Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out-of-place piling, out-of-tolerance work, out-of- specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of the project. Therefore, it is of paramount importance that the problems be resolved expeditiously. The CONSULTANT shall ensure the solutions are pursued and implemented as expeditiously as possible.

Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all the information and circumstances. The CONSULTANT shall make recommendations to the Division Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result. Structural engineering analysis of Contractor's proposals; determining the acceptability of the proposals; or meeting the requirements of the design, is the responsibility of the Engineer of Record (Design Engineer) or CITY/COUNTY Construction Engineer, depending on the nature of the proposal. However, the CONSULTANT shall be responsible for ensuring that the City Engineer/County Engineer is provided with all the relevant information and, in addition, shall appraise and make recommendations to the City Engineer/County Engineer of all the project related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on the project. By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both the technical and contractual implications upon the project of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon the project as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to the Construction Contract, and the feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the assessments and recommendations to the City Engineer/County Engineer, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the CITY/COUNTY in the resolution of any problems. Upon resolution

and approval of the technical solution, the CONSULTANT shall ensure that all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for the engineering inspection of the item which caused the problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under the engineering inspection of a different party and later delivered to the site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in the resolution of the problem.

In all situations, the CONSULTANT shall ensure that all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

- 9. The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to fulfill the intent of the contract. The CONSULTANT shall provide recommended changes to the Division Engineer for approval. On Federal Aid projects, approval by the FHWA must be obtained by the CITY/COUNTY prior to initiating any change or extra work.
- 10. When a modification to the original contract for a project is required, due to a necessary change in the character of the work, the CONSULTANT, in conjunction with the CITY/COUNTY Project Engineer, shall negotiate prices with the Contractor and prepare and submit a recommendation to the City Engineer/County Engineer for approval. The City Engineer/County Engineer will prepare the required Supplemental Agreement and obtain all required approvals.
- 11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of the construction contract and intends to claim

- additional compensation, the CONSULTANT shall maintain accurate documentation, in accordance with the project contract requirements, of the costs involved in such work.
- 12. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the City Engineer/County Engineer. The recommendation will cover the validity and reasonableness of charges and conditions negotiations leading to recommendations for settlement of the claim. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.
- 13. In the case where the Contractor for a project submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the City Engineer/County Engineer covering accuracy of Statements and the actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or other times as necessary, to the City Engineer/County Engineer on all delays. This recommendation is needed to justify a time extension.
- 14. The CONSULTANT shall prepare and submit to the City Engineer/County Engineer a final estimate with documentation and three (3) sets of record as-built plans for each contract. All changes made to plans, which involve CONSULTANT, shall be signed and sealed by the CONSULTANT and City Engineer/County Engineer. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
- 15. At request of the CITY/COUNTY, the CONSULTANT shall assist appropriate CITY/COUNTY offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.
- 16. The CONSULTANT shall monitor and document each Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with CITY/COUNTY procedures. This includes subcontractor compliance.

- 17. The CONSULTANT shall review and document each Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the CITY/COUNTY'S Equal Employment Opportunity Specialist as requested; and review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
- 18. The CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. The Project Engineer shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of the problem. Violations shall be reported to the City Engineer/County Engineer immediately.
- 19. Shop drawing/sample submittal and approvals shall be logged if requested by the CITY/COUNTY. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
- 20. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with CITY/COUNTY'S procedures.
- 21. The Project Engineer for each particular project will conduct meetings as required with the respective Contractor, subcontractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings will be recorded on the Engineer's Weekly Summary.
- 22. The CONSULTANT may be required to conduct and document field reviews of the maintenance of traffic operations after normal working hours, weekends and holidays.
- 23. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public media, property owners, local agencies, CITY/COUNTY agencies, Federal agencies, etc., and inform the City Engineer/County Engineer of these inquiries.

24. The CONSULTANT may be required to provide field construction activities in the area of design engineering, vertical and horizontal control, typical sections, cross sections for monthly estimates and other engineering required to complete the construction project.

9.0 PERSONNEL:

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the CITY/COUNTY to effectively carry out its responsibilities under this AGREEMENT.

12. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the Division Engineer the name of all personnel to be considered for assignment to the construction projects, together with a detailed resume of each person's qualifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to the date an individual is to report to work and shall be approved by the Division Engineer prior to the date an individual is to report to work.

Listed below are the minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

PROJECT ENGINEER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and
 inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional
 Engineer with five years of experience in construction inspection, surveying or highway
 materials testing and inspection. One or more of the following certifications may be required
 as approved by the Division Engineer.
- Certified Asphalt Technician Level I Field Tester
- Certified Level II Quality Management Technician
- Certified Level III Asphalt Mixture Designer

- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification

Job Description:

This is administrative and technical work in Civil Engineering. Employees in this class shall act as the first contact between the contractor and the CITY/COUNTY. The Project Engineer shall be responsible for the supervision of all employees assigned to the project. The Project Engineer shall ensure that a project is built in accordance with project plans and specifications under which the contract was awarded. The Project Engineer shall report directly to the District Engineer or the Division Engineer's designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the Division Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I Field Tester
- Certified Level II Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Level III Asphalt Mixture Designer
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in this class will act as the Assistant Project Engineer and be responsible for reviewing and directing the inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting as they apply to documenting and inspection of a construction project. The Senior Inspector will report directly to the Project Engineer.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing
 and inspection or a Bachelor of Science degree in Civil Engineering with one year of
 experience in construction inspection, surveying or materials testing and inspection. One or
 more of the following certifications as necessary and approved by the Division Engineer.
 Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in this class follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector will be responsible for completing a daily report documenting the labor and equipment used by the contractor to include a description of the work performed and any pertinent conversations with the contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector will report directly to the Senior Inspector and/or Project Engineer.

LEVEL I INSPECTOR:

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and
 inspection is preferred. One or more of the following certifications as necessary and
 approved by the Division Engineer. Inspectors who are to perform a specific task shall be
 certified in that particular field.
- Certified Asphalt Technician Level I Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is sub-professional engineering work in the field or office. Employees in this class follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector will be responsible for completing a daily report documenting the labor and equipment used by the contractor to include a description of the work performed and any pertinent conversations with the contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector will report directly to the Senior Inspector and/or Project Engineer.

SECRETARY

Minimum Qualifications:

• A high school diploma or a GED certificate.

Job Description:

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading

documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

Must possess a Professional Engineer's License as issued by the Alabama CITY/COUNTY
Board of Licensure for Professional Engineers and Land Surveyors and must have had at least
one year of professional civil engineering experience.

Job Description:

This is advanced professional work in the field of civil engineering. Employees in this class perform a variety of complex engineering duties associated with the planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

TARGET PERSON

Minimum Qualifications:

• Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in this class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right of way stakeout, obtaining quantity cross sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

INSTRUMENT PERSON

Minimum Qualifications:

• Two years experience in surveying.

Job Description:

This is skilled sub-professional surveying work in the field or office. Employees in this class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in this class may be in charge of checking of contractor's work, obtaining quantity cross sections, and staking right of way. The employee must be able to operate several types of surveying equipment. The ability contract plans, take and reduce field notes and complete daily reports is essential. The position will report directly to the Field Supervisor or Project Engineer.

FIELD SUPERVISOR

Minimum Qualifications:

 Four years experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

This is supervisory and technical surveying work in the field or office. Employees in this class are in charge of making daily work assignments, interpreting and reading construction plans, and directing the surveying activities involved with checking contractor's work, obtaining quantity cross sections, and staking right of way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable CITY/COUNTY laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. The position will report directly to the Project Engineer or Registered Land Surveyor.

REGISTERED LAND SURVEYOR

Minimum Qualifications:

Must possess a Professional Land Surveyor's License as issued by the Alabama
 CITY/COUNTY Board of Licensure for Professional Engineers and Land Surveyors and must
 have had at least one year of Professional Land Surveyors experience.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama CITY/COUNTY law. Employees in this class will ensure compliance to Minimum Technical Standards and conformance with established policies and procedures for surveys which involve the staking of right of way.

C. **STAFFING**:

The CITY/COUNTY shall determine the number and type of personnel needed to adequately staff and carry out the responsibilities of this scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the Division Engineer. An individual previously approved whose performance is later determined by the CITY/COUNTY to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by the Division Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce the number of personnel assigned to that project as appropriate. Any adjustment of CONSULTANT forces as directed by the Division Engineer will be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure that proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Engineer will be responsible to schedule CONSULTANT employee work hours to avoid overtime. This will include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the Division Engineer. If overtime is not held to a minimum, then Section 1, 7.0 (cooperation and performance of the CONSULTANT) of this scope will be enforced to replace personnel. If the construction contract is suspended, the Consultant's forces shall be adjusted at the direction of the Division Engineer to correspond with the type of

suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the CITY/COUNTY determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges will be established based on mutual agreement with the CONSULTANT.

D. <u>CERTIFICATION LICENSENING FOR EQUIPMNET AND PERSONNEL</u>:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of Nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the CITY/COUNTY shall be authorized to operate nuclear testing devices. The CITY/COUNTY will monitor the activity of the CONSULTANT'S technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable will be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this AGREEMENT.

10.0 SUBCONSULTANT SERVICES:

Upon written approval of the CITY/COUNTY and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The Division Engineer shall verify the qualifications of the personnel used by the subconsultant.

11.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the Division Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the CITY/COUNTY in connection with the Project(s).

12.0 CLAIMS REVIEW:

In the event the Contractor for the project submits a claim for additional compensation and/or time after the CONSULTANT has completed this AGREEMENT, the CONSULTANT shall, at the written request

from the CITY/COUNTY, analyze the claim, prepare a recommendation to the Division Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation for these services shall be mutually agreed between the CITY/COUNTY and the CONSULTANT prior to the performance of the Services.

- A. The CONSULTANT shall, upon written request by the Division Engineer, assist appropriate CITY/COUNTY Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by the AGREEMENT.
- B. The CONSULTANT shall, upon written request by the Division Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the CITY/COUNTY in any litigation or hearings in connection with the construction contract(s).

EVALUATION

Firms interested in performing the work will be considered on the basis of information in the files and submittal of the following in written form (limited to three pages):

- 1. Statement of names and QCP registration numbers of individuals involved in this project. (10%)
- 2. Statement as to professional standing including any pending controversies outstanding. If none exists, such a statement should be made. (10%)
- 3. Statement of experience in the fields that the proposed services are requested and work of similar nature which the proposed staff for requested services was in responsible charge. Proposed staff names and experience are to be provided. (40%).
- 4. Statement of availability and adequacy, in both number and quality of remaining staff, to perform all other functions needed in the proposed services. (40%)

PLEASE NOTE: Presentations will **NOT** be conducted in conjunction with this announcement.

Statement of Interest

TO EXPRESS INTEREST

Click on the button above to submit your statement of interest to us as an attachment via e-mail to mailers@dot.state.al.us. Also, please visit our website at https://cpmsapps.dot.state.al.us/ConsultantManagement//default.aspx and make sure your firm is prequalified with the Department. Please remember that your statement of interest must be three pages or less and must be identified with CE&I Services for Cities and/or Counties-Statewide. After submittal, if you have not received confirmation of receipt from the Department by the end of the next business day, please contact us at (334) 353-6708.

"It is the policy of the Alabama Department of Transportation that Minority

Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity
to participate in the performance of contracts financed in whole or in part with Federal
funds.

Firms selected for work by the Alabama Department of Transportation agree to ensure that Minority Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of work associated with this project. We expect that all necessary and reasonable steps be taken to ensure that Minority Business Enterprises have the maximum opportunity to perform contract work."