

BALDWIN COUNTY HIGHWAY DEPARTMENT
COOPERATIVE LANDSCAPING MAINTENANCE AGREEMENT
FOR LANDSCAPING ON AL-287 (Gulf Shores Parkway)
Project No. STPTE – TE06 (938)

THIS AGREEMENT is entered into by and between the Baldwin County Commission acting by and through its Chairman hereinafter referred to as the COUNTY and the City of Bay Minette, hereinafter referred to as the CITY.

WITNESSETH

Now, therefore, in order to preserve the right-of-way in an appropriate functional condition, and whereas, the CITY proposes to maintain the landscaping along STATE / COUNTY Right of Way located along State Route 287 from State Route 59 to Interstate 65, and in accordance with the following maintenance and general provisions, it is agreed between the parties hereto as follows:

MAINTENANCE PROVISIONS:

1. The CITY agrees to maintain the vegetative cover within the project boundaries, by means of mowing with a flail or rotary mower, and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover (turf and ground cover) reaches 12 inches. Reschedule mowing operations in accordance with the planned frequency. In the event that shrubs and / or trees are planted within the area, trimming and weeding in and around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if moundings of the clippings or other incidental debris occurs. Note: The CITY agrees to remove or cut to below 4 inches any vegetation that exceeds clear zone standards as defined in the AASHTO "Guide for Transportation Landscape and

Environmental Design." For example: trees and shrubs whose ultimate trunk diameter exceeds 4 inches. The CITY will immediately remedy any and all clear zone and sight encroachments in accordance with AASHTO's "Transportation Landscape and Environmental Design Guide."

2. The CITY will see that adequate sight distances are maintained for maximum public safety; otherwise, the COUNTY reserves the right to remedy this situation in the most expedient manner.
3. The COUNTY is not responsible for the safety of the individuals involved or taking part in this work during maintenance operations. If STATE construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of the STATE to establish a stand of vegetative cover if deemed necessary by the STATE and then the CITY'S responsibility to maintain the vegetative cover as stipulated herein. All work shall be subject to the inspection and approval of the COUNTY. In the event that any work does not meet with the approval of the COUNTY, then the CITY shall immediately comply with any request to correct the same. A detailed description of the proposed work must accompany this and any associated proposal.
4. The COUNTY does not grant applicant any right, title, or claim on any highway right-of-way.
5. The CITY agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.
6. The CITY shall be solely responsible for and hold harmless the COUNTY for any claim for damage done to existing private property, public utility, or the traveling public.

7. All disturbed areas shall be topsoiled, and re-vegetated by the CITY in accordance with standard specifications of the COUNTY. In accomplishment of the work by the CITY, or its contractor, no drainage structures or channels will be changed or altered. Failure of the CITY to conform to the provisions of this Agreement will be cause to terminate this Agreement. Notification prior to termination will be made by the COUNTY.

GENERAL PROVISIONS:

1. All maintenance work shall be subject to the inspection and approval of the COUNTY.

2. The COUNTY does not grant the CITY any right, title, or claim to any highway right-of-way.

3. The CITY will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the CITY from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the CITY.

4. All disturbed areas shall be top soiled, and re-vegetated by the CITY in accordance with standard specifications of the STATE AND COUNTY.

5. In accomplishment of the maintenance by the CITY, no drainage structures or channels will be changed or altered.

6. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the CITY as the provisions thereof are applicable hereto. The CITY will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), (latest edition), for both installation and maintenance of permitted facilities.

7. The CITY will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices.

8. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the CITY to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), the Alabama Department of Transportation (ALDOT), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

9. To the fullest extent permitted by law, the CITY shall defend, indemnify, and hold harmless the Baldwin County Commission, the Baldwin County Highway Department, the State of Alabama, the Alabama Department of Transportation, and all agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CITY, anyone directly or indirectly employed by the CITY or anyone for whose acts CITY may be liable.

The term "hold harmless" includes, without limitation, the obligation of the CITY to pay damages awarded against and legally recoverable from Baldwin County, the Baldwin County Highway Department, State of Alabama, or the Alabama Department of Transportation, or all officers, agents, servants, and/or employees in both individual and official capacities whose acts

or omissions that were the basis of the liability were performed within the course and scope of their employment.

10. The CITY, in the fulfillment of its duties and obligations contained herein, shall at all times comply with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

11. Notwithstanding anything written herein to the contrary, the CITY shall at all times ensure compliance with the Agreement between the State of Alabama and the COUNTY referred to as Attachment A - Project No. STPTE-TE06 (938), concerning the COUNTY's maintenance of the subject right-of-way, which is included herein by reference as if fully set forth.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized.

City of Bay Minette

Sonny Dobbins 6/16/08
Sonny Dobbins, Mayor /Date

WITNESS:

Cal Markert

Baldwin County Commission

By: Frank Burt, Jr.
Frank Burt, Jr., Chairman

Michael L. Thompson
Michael L. Thompson, Administrator
Date: 6-16-2008

Date: 6-16-2008

Attachment A
Project Agreement



BOB RILEY
GOVERNOR

ALABAMA
DEPARTMENT OF TRANSPORTATION

NINTH DIVISION
OFFICE OF DIVISION ENGINEER
1701 I-65 WEST SERVICE ROAD N
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624



JOE MCINNES
TRANSPORTATION DIRECTOR

413CC
LW
MLT
DB
KM
WD

August 18, 2006

The Honorable Frank Burt Jr.
Chairman, Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Dear Chairman Burt:

RE: Project No. STPTE-TE06(938)
Landscaping along AL 287 (Gulf Shores Parkway)
Baldwin County Commission
Baldwin County

Attached please find a copy of the fully executed agreement on the above referenced project.
This is for your information and files.

If you have any questions, please call Dewayne Hood at (251) 470-8253.

Sincerely,

R.F. POIROUX, P.E., DIVISION ENGINEER

By: 
Dewayne A. Hood
Division Special Projects Engineer

RFP/DAH/dah
Attachment
c: File

11:15/CC
BALDWIN
AUG 31 REC'D
COUNTY COMMISSION



Bob Riley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
P.O. Box 303050
Montgomery, Alabama 36130-3050

Telephone: 334/242-6311 - Fax No.: 334/262-8041



Joe McInnes
Transportation Director

July 20, 2006

MEMORANDUM

TO: Mr. Ronnie Baldwin
Office Engineer

FROM: Robert J. Jilla
Multimodal Transportation Engineer

By: C. W. Colson, Jr. ^(R)
C. W. Colson, Jr.
Special Programs Engineer

SUBJECT: Project No. STPTE-TE06(938)
Project Reference No. - 100048810
The Baldwin County Commission
Landscaping along AL 287 (Gulf Shores Parkway)
Baldwin County

The attached agreement with the Baldwin County Commission provides for the above referenced Transportation Enhancement project.

By copy of this memorandum, Mr. R. F. Poiroux, Ninth Division Engineer is requested to furnish a copy of the agreement to the county. The chairman should be cautioned that any cost for the work associated with this project performed before authorization by FHWA and notice to proceed from the Division Engineer is not eligible for reimbursement.

If you have questions, please call Mr. Bob Kratzer at 3-6442.

RJJ/CWCJr:rac

Attachment

cc: Mr. R. F. Poiroux (2 sets)
Mrs. Karen Haley (1 set)
Mrs. Sandy Esco (1 set)
Mr. Lamar McDavid (Audits)
file _____

**AGREEMENT
FOR A TRANSPORTATION ENHANCEMENT PROJECT**

**BETWEEN THE STATE OF ALABAMA AND
THE BALDWIN COUNTY COMMISSION**

Baldwin County

**Landscaping along AL 287 (Gulf Shores Parkway)
Project No. STPTE-TE06(938)**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and the Baldwin County Commission, Alabama, hereinafter referred to as AGENCY, in cooperation with the U. S. Department of Transportation, Federal Highway Administration, hereinafter referred to as FHWA, and

WHEREAS, legislation enacted by the U. S. Congress authorizing the establishment of a Surface Transportation Program, and

WHEREAS, said legislation requires that ten percent of the Surface Transportation Program funds be available for transportation enhancement activities, and

WHEREAS, transportation enhancement activities are defined as...“provision of facilities for pedestrians and bicycles, provision of safety and educational activities for pedestrians and bicyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, (including the provision of tourist and welcome center facilities), landscaping and other scenic beautification, historic preservation, rehabilitation and operation of historic transportation buildings, structures, or facilities (including historic railroad facilities and canals), preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian or bicycle trails), control and removal of outdoor advertising, archaeological

planning and research, environmental mitigation to address water pollution due to highway runoff, or reduce vehicle caused wildlife mortality while maintaining habitat connectivity, and establishment of transportation museums.”

WHEREAS, the AGENCY developed a project application, including the document relating thereto, which was subsequently submitted to the STATE and approved, and

WHEREAS, it is in the public interest for the STATE and the AGENCY to participate in a transportation enhancement program, as reflected by such project application.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

PART TWO (2): PROJECT PROVISIONS

- A. Project Description:** The AGENCY will undertake a transportation enhancement project in accordance with this Agreement, plans approved by the STATE and the requirements, provisions, terms, and conditions of the project application, including the documents relating thereto, developed by the AGENCY and approved by the STATE. This application, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the AGENCY that failure to carry out the project in accordance with the Agreement, approved plans and the project application, including documents related thereto, may result in the loss of federal funding for the project.
- B. Time Limit:** This project will commence upon execution of this Agreement and upon written authorization to proceed from the STATE directed to the AGENCY. The AGENCY shall have no more than two (2) years from the date of execution of this agreement to begin construction, or to begin special studies or educational programs, or to begin right-of-way acquisition, or to commence other eligible activities in accordance

to begin right-of-way acquisition, or to commence other eligible activities in accordance with the scope of work approved by the STATE. If this stipulation is not met, the STATE will notify the AGENCY in writing that the project is terminated.

- C. Project Funding:** It is expressly understood that federal funds for this project will be provided from Surface Transportation Program funds as authorized under 23 U.S.C 133(d)(2) and the STATE will not be liable for any funding. It is further understood that this is a cost reimbursement program and no federal funds will be provided to the AGENCY prior to accomplishment of work for which reimbursement is requested. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal transportation enhancement funds and 20 percent AGENCY funds, not to exceed a maximum sum of \$320,000.00 in federal funds. The estimated cost and participation by the various parties is as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated Agency Funds	Estimated State Funds
Construction (Excluding Professional Fees)	\$400,000.00	\$320,000.00	\$80,000.00	\$0

Plans for constructing improvements under this project will be developed by or for the AGENCY at no expense to the STATE or FHWA. Construction of improvements under this agreement will be by contract in keeping with applicable competitive bid laws.

Necessary engineering and inspection during construction will be performed by or for the AGENCY at no expense to the STATE or FHWA. Any cost incurred by the AGENCY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amount previously stated will be borne and paid by the AGENCY with no liability of the STATE for any such cost.

- D. Project Budget:** The AGENCY will develop and submit to the STATE for approval a project budget. This budget will be in such form and detail as may be required by the STATE. As a *minimum*, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. Space will be provided for approval by the Division Engineer and date of such approval. All cost for which the AGENCY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement.
- Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the AGENCY be reimbursed for expenditures over and beyond the amount approved by the STATE.
- E. Ownership of Property:** All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the AGENCY at no expense to the STATE or FHWA. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the AGENCY. In cases where property is leased, the terms of the lease will not be less than the expected life of the improvements.
- F. Acquisition of Property:** Acquisition of real property by the AGENCY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.
- G. Protection of Interest:** No change in use or ownership of real property acquired or improved with funds provided under the terms of this agreement will be permitted without prior written approval from the STATE and FHWA. The STATE and FHWA

will be credited on a prorata share any revenues received by the AGENCY from the sale or lease of property, which is the site of the federally funded project.

- H. Purchase of Project Equipment and/or Services:** The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. The AGENCY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The AGENCY will not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the AGENCY will provide all bids to the STATE with a recommendation for award. The AGENCY will not award the contract until it has received written approval from the STATE.
- I. Invoicing:** The AGENCY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the AGENCY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Division Engineer for payment. The AGENCY may bill the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 1-15.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto.

Invoices for any work performed by the AGENCY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

J. Maintenance: Upon completion and acceptance of the work by the STATE, the AGENCY will assume full responsibility for the project work.

K. Contracts under this Agreement: The AGENCY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

L. Records and Reports:

1. Establishment and Maintenance of Accounting Records: The AGENCY will establish and maintain, in accordance with requirements established by the STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.
2. Documentation of Project Cost: All charges to the Project Account will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE.
3. Checks, Orders and Vouchers: All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be

clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

4. Reports: The AGENCY will report to the STATE the progress of the project in such manner as the STATE may require. The AGENCY will also provide the STATE any information requested by the STATE regarding the project.
5. Financial Statements: The AGENCY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
6. Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.

M. Regulations: The STATE hereby obligates the AGENCY to comply with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The STATE, upon request, will furnish to the AGENCY a copy of any and all applicable state and federal laws, rules, regulations, and procedures.

- (1) Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a federal, state or local law, must be applied for the maintenance and long term upkeep of the transportation enhancement project authorized by this agreement.
- (2) The AGENCY agrees that in the event it is determined the user fees have not been applied to long term upkeep of the transportation enhancement project, that federal funds expended on this project must be refunded to the FHWA and the

AGENCY will reimburse and pay to the STATE a sum of money equal to the total amount of state and federal funds expended under this agreement.

- N. Point of Contact:** The applicable or appropriate division office of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the AGENCY.

PART THREE (3): MISCELLANEOUS PROVISIONS

- A. Agency to Indemnify:** The AGENCY will be responsible at all times for this project and all of the work performed under this Agreement and especially the AGENCY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, and agents of each, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project.
- B. Audit and Inspection:** The AGENCY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the AGENCY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The AGENCY will also permit the above noted persons to audit the books, records and accounts of the AGENCY pertaining to the project at any and all

times, and the AGENCY will give its full cooperation to those persons or their authorized representatives, as applicable.

- C. **Audit Requirements:** The AGENCY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- D. **Termination:** In the event the AGENCY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the AGENCY under this Agreement. Any such default or defaults not corrected by the AGENCY within thirty (30) days following receipt of written notice from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the AGENCY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the AGENCY will not constitute a waiver of subsequent default or defaults by the AGENCY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.
- E. **Retention of Records:** The AGENCY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- F. **Performance:** The AGENCY will commence, carry on, and complete the project with all practical dispatch, in a sound, economical, and efficient manner.
- G. **Equal Employment Opportunity:** The AGENCY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The AGENCY will take affirmative action to insure that applicants for employment are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all AGENCY materials for the purpose of monitoring the AGENCY'S compliance with the provisions of this section.
- H. **Title VI – Civil Rights Act of 1964:** The AGENCY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d.)et seq.), the regulations of USDOT issued thereunder (49 CFR, Subtitle A, Part 21), and the assurance by the AGENCY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all AGENCY materials which will permit them to monitor the AGENCY for compliance with the provisions of this section.
- I. **Prohibited Interest:** No member, officer, or employee of the AGENCY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

- J. Americans with Disabilities Act:** The AGENCY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).
- K. Arbitration:** Following the utilization of voluntary alternative dispute resolution, if any dispute should remain, then the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.
- L. Permission to Start Work:** The AGENCY will not proceed with the project work until the STATE gives written authorization for the AGENCY to proceed.
- M. Restrictions on Lobbying:** The prospective participant/recipient, by causing the execution of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under 31 U. S. C. §1352 and the person signing same for and on behalf of the prospective participant/recipient that:
- (1) No Federal appropriated funds have been paid or will be paid, by or 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.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, 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 31 U.S.C. § 1352, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under 31 U.S.C. § 1352, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, and that all such subrecipients shall certify and disclose accordingly.

- N. Other Applicable Regulations:** The AGENCY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal Water Pollution Control Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- O. Subcontracts:** The AGENCY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the above clauses as required by the STATE.
- P. Exhibits M, N and O** are hereby attached to and made a part of this Agreement.
- Q. Agreement Change:** The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- R. Drug Free Workplace Act of 1988:** The AGENCY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.

- S. **Expiration:** This Agreement shall become null and void January 15, 2007, as to any work provided herein which has not been authorized by FHWA.
- T. **7/24th Law:** Nothing shall be construed under the terms of this Agreement by the AGENCY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Transportation Director of Alabama.

ATTEST:

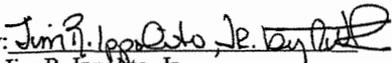
By: 
County Clerk (Signature)

Baldwin County Commission
By: 
As Chairman (Signature)

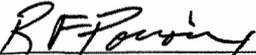
Locke Williams
Type Name of Clerk

Albert Lipscomb
Type Name of Chairman

APPROVED AS TO FORM:

By: 
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:


R. F. Poiroux, Division Engineer


Robert J. Jilla
Multimodal Transportation Engineer


D. W. Vaughn
Chief Engineer/Deputy Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Transportation Director on this 20th day of July, 2006.

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION


D. J. McInnes, Transportation Director

RESOLUTION NUMBER 2006-108

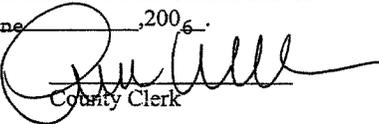
BE IT RESOLVED, by the Baldwin County Commission as follows:

1. That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a Transportation Enhancement project with partial funding by the Federal Highway Administration, which agreement is before this Commission;
2. That the agreement be executed in the name of the County, for and on behalf of the County, by its Chairman.
3. That it be attested by the Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County Clerk.

I, the undersigned qualified and acting County Clerk of the County of the Baldwin County Commission, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission named therein, at a regular meeting of such Commission held on the 6th day of June, 2006, and that such resolution is on file in the County Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 6th day of June, 2006.


County Clerk

7/18/90
EXHIBIT M

CERTIFICATION

This certification is applicable to the instrument to which it is attached when 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 3 1, 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:

(1) 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 13 52, Title 3 1, 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 3 1, 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 3 1, 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.

7/1/02

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.

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.

MEDIATION CLAUSE FOR STATE CONTRACTS

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

EXHIBIT O
COOPERATIVE MAINTENANCE PROVISIONS

1. The STATE'S Division Office, Bureau of Maintenance, Landscape Architect, and in the case of interstate highways, the Federal Highway Administration, shall review and approve all final plans and specifications prior to advertisement for construction bids.
2. The AGENCY agrees to maintain the vegetative cover within the project boundaries by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover (turf and ground cover) reaches 12 inches. Reschedule mowing operations in accordance with the planned frequency. In the event that shrubs and/or trees are planted within the area, trimming and weeding in and around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if moundings of the clippings or other incidental debris occurs. Note: The AGENCY agrees to remove or cut to below 4 inches any vegetation that exceeds clear zone standards as defined in the AASHTO "Guide for Transportation Landscape and Environmental Design." For example: trees and shrubs whose ultimate trunk diameter exceeds 4 inches. The AGENCY will immediately remedy any and all clear zone and sight encroachments in accordance with AASHTO's "Transportation Landscape and Environmental Design Guide."
3. The AGENCY will see that adequate sight distances are maintained for maximum public safety; otherwise, the STATE reserves the right to remedy this situation in the most expedient manner.
4. The STATE is not responsible for the safety of the individuals involved or taking part in

- this work during maintenance operations. Signs indicating "MEN WORKING" can be obtained from the STATE prior to work and must be returned after completion of work.
5. If STATE construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of the STATE to establish a stand of vegetative cover if deemed necessary by the STATE and then the AGENCY's responsibility to maintain the vegetative cover as stipulated herein.
 6. All work shall be subject to the inspection and approval of the STATE. A detailed description of the proposed work must accompany this and any associated proposal. The STATE does not grant applicant any right, title, or claim on any highway right-of-way.
 7. The AGENCY agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.
 8. The AGENCY shall be solely responsible for and hold harmless the STATE for any claim for damage done to existing private property, public utility, or the traveling public.
 9. All disturbed areas shall be topsoiled, and re-vegetated by the AGENCY in accordance with standard specifications of the STATE.
 10. In accomplishment of the work by the AGENCY, or its contractor, no drainage structures or channels will be changed or altered other than as shown on the project plans.
 11. Failure of the AGENCY to conform to the provisions of this Agreement will be cause to terminate this Agreement. Notification prior to termination will be made by the STATE.



BOB RILEY
GOVERNOR

ALABAMA
DEPARTMENT OF TRANSPORTATION

NINTH DIVISION
OFFICE OF DIVISION ENGINEER
1701 I-65 WEST SERVICE ROAD N
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624



JOE MCINNES
TRANSPORTATION DIRECTOR

August 24, 2006

The Honorable Frank Burt Jr.
Chairman, Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Dear Chairman Burt:

RE: Project No. STPTE-TE06(938)
Landscaping along AL 287 (Gulf Shores Parkway)
Baldwin County Commission
Baldwin County

You are advised to request permission to obtain a proposal from a consultant to provide construction oversight on the above referenced project. The letter must be addressed to Mr. Ronnie Poiroux, Division Engineer in this office. The county may choose a pre-qualified ALDOT consultant from the attached list at a cost of 15% of the project construction budget or advertise for construction inspection services using ALDOT's guidelines (attached) for consultant selection.

If additional information is required, please call Dewayne Hood at (251) 470-8253.

Sincerely,

R. F. Poiroux, P.E.
Division Engineer

By *Dewayne A. Hood*
Dewayne A. Hood
Special Projects Engineer

RFP/DAH/dah
Attachment
c: File w/a

**ALABAMA DEPARTMENT OF TRANSPORTATION
PRE-QUALIFIED
CONSULTANTS WITH A CONSTRUCTION ENGINEERING INSPECTION CONTRACT**

Burk-Kleinpeter, Inc. 600 Lurleen Wallace Blvd. Suite 180 Tuscaloosa AL 35401-1734	205-759-3221
Consoer Townsend Envirodyne Engineers, Inc. 3800 Colonnade Parkway Suite 400 Birmingham AL 35243-0000	205-970-1443
Earth Tech, Inc. 3535 Grandview Parkway Suite 325 Birmingham AL 35243-1931	205-970-2255
Geotechnical Engineering Testing, Inc. 904 Butler Drive Mobile AL 36693-5106	251-666-7197
Kellogg Brown & Root, Inc. PO Box 160689 Mobile AL 36616-0000	251-450-7780
PBS&J Construction Services, Inc. 5665 New Northside Drive Suite 400 Atlanta GA 30328-	770-933-0280
PERC Engineering Co., Inc. PO Box 1712 Jasper AL 35502-1712	205-384-5553
Thompson Engineering, Inc. PO Box 9637 Mobile AL 36691-0000	251-666-2443
TTL, Inc. 2743-B Gunter Park Drive West Montgomery AL 36109-1019	334-244-0766
Volkert & Associates, Inc. PO Box 7434 Mobile AL 36670-0434	334-342-1070

STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION

MAY 10, 2004

PROCEDURE FOR SELECTION OF ARCHITECT

AND/OR ENGINEERING SERVICES

- I. Necessity or Desirability of Services
 - A. The Consultant Selection Committee, as appointed by the Director, shall make a determination of necessity or desirability of services. When federal-aid highway funds participate in the contract, Federal Highway Administration (FHWA) approval must be obtained before hiring a consultant to act in a "management" role for the State.
 - B. A request for professional services must be made to the Committee Chairman and will include:
 - 1. Justification for necessity and desirability.
 - 2. Detailed scope of work (responsibility of the requestor.)
 - C. The Committee will review the request and determine whether or not need of requested services is warranted. This determination is to be made following an assessment of workload, resources available within the Department, and expertise required.

- II. Selection Methods
 - A. Demonstrated Competence and Qualifications. The Department will maintain a listing of firms, which will be updated every other year, expressing an interest in

providing services for the Department. This listing will be categorized by functional areas of services in which the firm has expertise. This listing may be supplemented by firms determined by the Committee to be capable of performing work in a professional manner. All firms listed must be in compliance with Chapter 11 of Section 34 of the Code of Alabama with particular reference to 34-11-9. A current copy of the certificate of authorization will be required. Chapter 11 relates to professional license requirements for individuals and firms.

Firms will be selected without regard to race, color, religion, sex, or national origin.

B. Single Qualified Source

A single qualified source for the services to be performed may be selected when it is infeasible to utilize the competition by qualifications described above. This process will be used when there exists only one viable source of the desired service, if competition by qualification among sources would entail undue delays for work requiring urgent completion, or for work in which a source has been previously involved.

The procedures for selection of a single qualified source shall be identical to those procedures outlined beginning with paragraph IV contained herein.

C. Upon determining services are warranted, the Department will:

1. Notify by mail firms that have expressed interest in providing the services contemplated and advertise one time in a state newspaper of general circulation. In addition, during the advertisement period the services contemplated will be posted on the Department's Internet web-page. The

purpose of this notice will be to determine any firm's interest. Attachment A, modified as necessary, attached hereto and made a part hereof, is a typical notice to be used in the mailing to firms. Newspaper advertisements will be an abbreviated format. A minimum of two weeks from date of notice (publication and/or letter) will be allowed for the firms to express interest or no interest.

2. Following the expiration of the time referred to above, the Committee will evaluate the responses in accordance with paragraph III below and interview firms, if considered warranted, and make its report to the Director in accordance with paragraph V-A.

III. Evaluation of Prospective Firms' Qualifications

- A. The firm shall have a certification as noted in paragraph II-A.
- B. The requirement above shall not apply to those disciplines as listed below:
Cultural Resources Studies – Historical, Archaeological, Architectural; ROW Acquisition, Appraisal, Relocation and Management Consultants; Transportation Rate Studies; Underwater Inspection, Diver.
- C. Architectural Services will require registration with the Alabama Board of Registration for Architects. Land Surveying will require Alabama Land Surveying License. Landscape Design will require registration with the Alabama Board of Landscape Design Architects.
- D. Firms will be evaluated based on the information identified in Attachment A.

- E. This evaluation is for the purpose of selecting a “short list” of firms for consideration by the Committee.

IV. Presentation Before Committee, if Required

- A. The Committee, through the Chairman, may request a presentation by a firm if said firm has never made a presentation or has not made a presentation within a reasonable time.
- B. The presentation should include:
 - 1. Procedures for accomplishing scope of work.
 - 2. Key personnel to be assigned and their qualifications.
 - 3. Firm’s overhead rate and labor additive rate.
 - 4. Firm’s billing rates for engineer and technician.
 - 5. Estimated time required to perform the work exclusive of review by the Department.
 - 6. Location(s) where work will be performed and whether this office is permanent or temporary.
 - 7. Any other data considered by the firm to be pertinent.
 - 8. Discussion of site review.

The Committee may pose any relevant questions to the firm.

- C. Following evaluation of interest responses and presentation, if requested by the Committee, the Committee shall make a written report to the Director.
- D. The Committee should invite FHWA input when selecting consultants for unusually complex or highly technical undertakings.

V. Committee Recommendation

- A. The Committee shall make a written report to the Director of its findings. The report will normally recommend a minimum of three firms deemed to be highly qualified to provide the services required, or a single firm in accordance with paragraph II-B.
- B. The Director will then review the Committee recommendations and rank the firms, indicating the order for which negotiation should be conducted, in accordance with Paragraph VI. .

VI. Negotiation with Firm

- A. Ranking by the Director will constitute authorization for the specific Bureau Chief under whose responsibility work will be performed to proceed with negotiation with the top ranked firm relative to understanding of the scope of work and fee deemed fair and just compensation for the work. The Bureau Chief will be responsible for detailed negotiation of the agreement and presenting findings in accordance with paragraph VI-D. The Federal Highway Administration will be advised of the date and time of negotiations and may attend at its option.
- B. *Scope of work.*
All necessary Department personnel will meet with the prospective firm to review in detail the required services and ensure a complete and thorough understanding of requirements involved in the professional service.
- C. *Negotiation of Fee*

1. The method of payment may be either (a) lump sum, (b) cost per unit of work, (c) cost plus a fixed fee amount, or (d) specific rates of compensation.

Compensation based on a cost plus a percentage of cost of construction shall not be used. Lump sum method of payment will be used when the scope and complexity of work are defined to the extent that a fair and reasonable fee may be negotiated. Cost plus a fixed fee will be the next preferred method of compensation.

2. After the work requirements are clearly understood by both parties, the prospective firm will be required to prepare a proposed fee for the required services, separated by the various items of work and supported by estimated man-day requirements, out-of-pocket costs, etc., necessary to perform the desired work. This shall include the following:
 - a. Fee broken down by direct labor with a schedule showing estimated man-hours with the applicable hourly rate.
 - b. Estimated other direct costs with a schedule detailing these costs.
 - c. A schedule of the audited labor additive rate and the audited overhead rate to be used in the agreement. These schedules should include the dollar amount of the base and the dollar amount of the factors in each rate calculation.
 - d. The proposed fixed fee amount.
3. After the material regarding fee has been submitted, a meeting, if necessary, will be held to discuss proposed fees and at this time further

clarification of work requirements may be in order to ensure proper relationship between the cost and the service to be rendered.

D. Judgement of Fee

1. The fee, after reviews and clarification proposed by the firm, shall be judged by the Bureau Chief responsible, the Chief Accountant, and the Office Engineer. The judgement is to be based on the following considerations.
 - a. Fair and just fee will be evaluated from the maximum compensation aspect, and will be evaluated to ensure sufficient compensation to assure professional quality of the work items desired.
 - b. Proposed fee should be compared to other projects of similar nature where possible where previous experience provides an indication toward a fair and just fee for the services.
 - c. If the responsible Bureau Chief, the Chief Accountant, and the Office Engineer do not feel a fair and just fee can be obtained, the following steps will be taken:

Recommend in writing to the Director that negotiations be terminated, and

 - (1) If the Director concurs by approval of the above report, the firm will be notified in writing by the Consultant Selection Committee Chairman and the Department shall undertake negotiations with the next listed firms selected under

provisions of paragraph IV-C, etc. Failing with the listed firms, the Committee shall recommend additional firms deemed qualified to provide the services required.

- (2) If the Director does not concur in the above report, appropriate written instructions shall be issued.

NOTE: A copy of the executed contract will be furnished to FHWA for information.

VII. Monitoring Work in Progress

A. Preliminary Evaluations

1. When the firm begins work under the terms of the agreement, it will be required to submit monthly progress reports regardless of whether or not an invoice is submitted, and whether or not any work is performed during the month.
2. The progress will be carefully reviewed by the State and each progress report verified. This verification will be accomplished by normal reviews at appropriate steps in the development of the work and any additional reviews that may be deemed necessary to verify the progress reported.

B. Final Design and Contract Plans

1. Items 1 and 2 under paragraph VII-A, Preliminary Evaluations, will also apply to Final Design and Contract Plans work.
2. Generally, there will be three thorough reviews of contract plans during development: 30% Review, Plan-In-Hand Review, and PS&E Inspection.

C. Other Types of Engineering Services

1. Items 1 and 2 under paragraph VII-A, Preliminary Evaluations, will apply to Other Types of Engineering Services.

D. Contracts Other Than Lump Sum Fixed Fee Type

1. Firms with contracts providing for payment of a cost-plus-fixed fee basis, or any basis on which the actual expenditures of the firm are a factor in determining amounts of periodic and final payments, shall be audited as necessary during the life of the agreement plus an audit prior to final payment. The Office of External Audit may prepare an audit report at any time based on other audits of the firm if the other audits adequately confirm the expenditures.

E. Architectural Services

1. Items 1 and 2 under paragraph VII-A, Preliminary Evaluations, and paragraph VII-D, Contracts Other Than Lump Sum Fixed Fee Type, will also apply to Architectural Services.
2. Other terms and conditions providing for architectural services are to be set forth in the proposal for such services.

VIII. Fast-Track Procedure for Expediting the Consultant Process

This procedure will be used when it is determined that it is in the best interest of the Department to streamline the usual process of advertisement, presentation, selection and negotiation.

A. *Consultant Selection*

1. FHWA will be advised in advance of any consultant selection if alternate procedures will be used on a project or projects.
2. The master list of consultants developed under paragraph II-A will be used to determine interest. After this list is developed, follow-up contacts to determine interest by consultants of specific work may be solicited via telephone calls, FAX transmittals, or other electronic means.
3. Consultants will not be interviewed unless absolutely necessary to determine the qualifications of a particular firm.
4. Consultant selection will be based on the Committee's knowledge of a consultant firm's past performance and consultant qualification documentation contained in the Department's files. The recommendation and ranking by the Director will be in accordance with paragraph V.

B. *Negotiation Phase*

1. The State will immediately enter into a short-term, cost-plus agreement with each consultant selected. This agreement will outline a broadly defined scope of work and will provide project funds in an appropriate amount to be paid to the consultant on a force account basis. The project funds will be sufficient to allow the consultant to proceed with work for a short time while negotiating the final agreement. The lead Bureau or Division will establish a short deadline for negotiation of the final agreement. This will allow project work to proceed and will provide a means by which the consultant can be paid in advance of final negotiation

and preparation of a complete project agreement. This cost-plus agreement will become null and void upon execution of the final agreement with the consultant. If an acceptable fee cannot be negotiated with a consultant, all work will be terminated and the consultant will be paid for work performed from the cost-plus agreement using project funds.

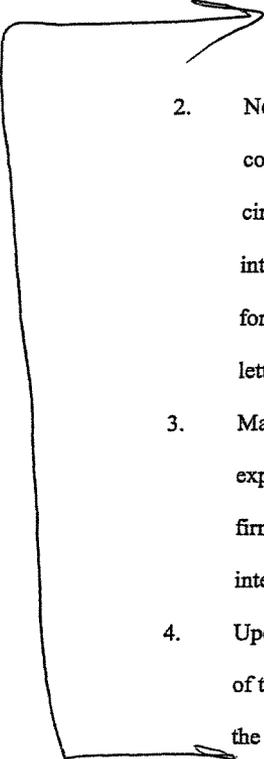
2. In the interest of time, the last approved audited overhead rate may be used in the initial and the final agreement until the consultant audit can be completed. The final agreement will contain an article providing that the assumed audit rate shall be adjusted upon completion of the consultant audit, and an adjustment in fee will be made according to audit figures.
3. Consultant negotiations, under the direction of Central Office personnel, may involve the personnel in the Division in which the project is located if the work load in the Central Office increases to the point that efficient and timely negotiations cannot be conducted.
4. Consultant supervision may also become the primary responsibility of Division personnel.

IX. Selection Procedures for Cities and Counties

A. Consultant Selection

Cities and counties shall do the following:

1. Request written permission from the Alabama Department of Transportation Director to select a consultant for performing work on projects for which federal or state funds are involved.

- 
2. Notify by mail firms that have expressed interest in providing the services contemplated or advertise one time in a state newspaper of general circulation. The purpose of this notice will be to determine any firm's interest. If newspaper advertisement is used, it will be an abbreviated format. A minimum of two weeks from date of notice (publication and/or letter) will be allowed for the firms to express interest or no interest.
 3. Make consultant selection based on qualifications provided by the firms expressing interest as a result of the notification of need for services. Any firm selected shall be on the Department's listing of pre-qualified firms interested in providing services.
 4. Upon selection of a consulting firm, will notify the Department in writing of the selection, including the qualifications-based reasons for selecting the firm, and request the Department's approval and concurrence.

B. Negotiation with Firms

1. Approval by the Department will constitute authorization for the city or county under whose responsibility work will be performed to proceed with negotiation with the firm relative to understanding the scope of work and fee deemed fair and just compensation for the work.
2. The negotiated fee shall be submitted to the Department for concurrence. If the Department does not concur in the fee, it shall issue appropriate written instructions.

C. Monitoring Work in Progress

The Division in which the work is performed will be responsible for supervision in order to have the consultant comply with all appropriate state and federal regulations.

X. Alternate Selection Procedures for Cities and Counties

A. Consultant Selection

1. Cities and counties may request written permission from the Alabama Department of Transportation (ALDOT) Director to select a consultant for performing work on projects for which federal and/or state funds are involved.
2. ALDOT will transmit a list of currently active "on-call" consultants to the city/county. Upon receiving the list of consultants, the city/county will select one of the consultants listed and then enter into negotiations with the selected firm.
3. The terms of the agreement between the city/county and the consultant shall be the same as in the "on-call" agreement between ALDOT and the consultant. The fees to be used in the city/county agreement with the consultant will be the same fees as previously approved by ALDOT's Finance Bureau – External Audit Section for use in the "on-call" agreement with ALDOT.
4. A copy of the signed agreement between the city/county and the consultant will be transmitted to the appropriate Division office.

B. Monitoring Work in Progress

The Division in which the work is performed will be responsible for supervision in order to have the consultant comply with all appropriate state and federal regulations.

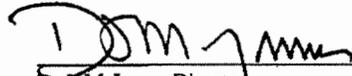
XI. The Division Administrator, Federal Highway Administration, may attend any meetings relative to the processes defined above where projects involve federal-aid highway funds.

XII. A final performance evaluation report shall be prepared by the public employee in responsible charge of the contract and shall be submitted to the Chief Engineer. The report should include, but not be limited to, an evaluation of such items as timely completion of work, conformance with contract costs and the quality of work. A copy of the report shall be sent to the firm for its review and/or comments and any written comments submitted to the contracting agency by the firm shall be attached to the final report.

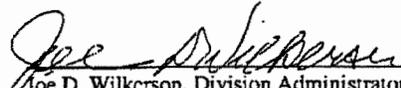
XIII. The procedure is designed to comply with 23 CFR 172.

Submitted by:

5-10-04
Date


D. J. McInnes, Director
Alabama Department of Transportation

5/10/04
Date


Joe D. Wilkerson, Division Administrator
Federal Highway Administration

ATTACHMENT A

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.

SCOPE OF WORK

(DETAILED SCOPE OF WORK WILL BE WRITTEN OUT)

REQUESTED INFORMATION

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 registration of the firm and names and registration numbers of individuals involved in this project (when performing professional services).
Copy of the certification in compliance with Code of Alabama 34-11-9, as required by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
2. Statement of professional standing including any pending controversies. If none exist, such a statement should be made.
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.

4. *Statement of availability and adequacy, in both number and quality of remaining staff, to perform all other functions needed in the proposed services.*
5. *List of qualified personnel in other disciplines required for the proposed services, both in-house and those to be acquired from outside sources.*
6. *Statement of overhead; administrative costs, expressed as a percentage of direct labor for the last fiscal year.*
7. *Statement of labor additive; fringe benefits, expressed as a percentage of direct labor for the last fiscal year. If labor additive is included in the overhead calculation, such a statement should be made.*
8. *Statement of billing rates for engineer and technician.*
9. *Estimated man-days by professional, subprofessional, and other.*
10. *Statement as to whether or not the firm is operating on a sound financial basis.*
11. *Statement of where work will actually be accomplished is to be described.*
12. *Statement of whether or not and when the site has been reviewed prior to submittal of interest.*

TO EXPRESS INTEREST

(The following statement may be modified as necessary to accommodate electronic submittals.)

One copy of your statement of interest is to be identified with project number _____ and is to be submitted prior to 5:00 p.m. CST on _____ to the Alabama Department of Transportation, 1409 Coliseum Boulevard, Montgomery, Alabama 36110.