COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
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MEMBERS
DISTRICT 1. FRANK BURT, JR.
2. CHRIS ELLIOTT
3. J. TUCKER DORSEY
4. CHARLES F. GRUBER

October 21, 2014

Mr. John E. Murphy, Jr.
Senior Engineer Manager
Neel-Schaffer, Inc.
851 East I-65 Service Road, Suite 402
Mobile, Alabama 36606

RE: Professional Construction Engineering and Inspection Services Contract with Neel Schaffer

Dear Mr. Murphy:

The Baldwin County Commission, during its regularly scheduled meeting held on October 21, 2014, approved the *Contract for Construction Engineering and Inspection Services* between Baldwin County and Neel Schaffer for professional construction engineering and inspection services. The *Contract* shall be effective upon the date of full execution, extending twelve months thereafter, and automatically renew annually unless terminated by either party in writing thirty (30) days prior to the expiration date.

Enclosed is a **fully executed <u>original</u>** *Contract for Construction Engineering and Inspection Services*, for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Cal Markert, County Engineer, at (251) 972-8557.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/cfc Item BF5

cc: Cal Markert
John Sedlack
Lisa Sangster
Allison Sprinkle

ENCLOSURE

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

CONTRACT
FOR
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

THIS CONTRACT is made and entered into by and between **Neel-Schaffer Inc.,** having its principal Alabama offices at 851 East I-65 Service Road, Suite 402 Mobile AL, 36606 (hereinafter referred to as "CONSULTANT"), and **Baldwin County Commission**, having offices at 312 Courthouse Square, Bay Minette, Alabama 36507 (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, COUNTY wishes to obtain from CONSULTANT, and CONSULTANT wishes to provide for COUNTY, on-call construction engineering and inspection, materials sampling and testing and contract administration for COUNTY.

NOW THEREFORE, in consideration of the premises and the covenants and agreements contained herein, COUNTY and CONSULTANT agree as follows:

I. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

II. Professional Qualifications. For the purposes of this Contract, CONSULTANT represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.

III. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

IV. Representation/Warranty of Certifications, Etc. CONSULTANT represents and warrants that CONSULTANT is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONSULTANT shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the COUNTY's option.

V. Legal Compliance. CONSULTANT shall at all times comply with all applicable federal, state, local and municipal laws and regulations, including but not limited to 44 CFR Sec.13.36. (See Exhibit E.)

VI. Independent Contractor. CONSULTANT acknowledges that it is an independent contractor, and CONSULTANT shall at all times remain as such in performing the services under this Contract. CONSULTANT is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that CONSULTANT shall be solely

responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. CONSULTANT is not entitled to unemployment insurance benefits, and CONSULTANT is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

VII. No Agency Created. It is neither the express nor the implied intent of CONSULTANT or COUNTY to create an agency relationship pursuant to this Contract; therefore, the CONSULTANT does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

VIII. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IX. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

X. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by CONSULTANT as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XI. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by CONSULTANT without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY. (See Exhibit E.)

XII. General Scope of Work. The COUNTY hereby employs, and the CONSULTANT agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding Contract for the services of CONSULTANT. CONSULTANT shall immediately commence performance of the services outlined herein upon full execution of the Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services on an "on-call" basis for COUNTY. This will be a specific rate of pay Contract. CONSULTANT will provide services, personnel and equipment as required by COUNTY.

1. SCOPE:

CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project. CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of COUNTY, in appropriate numbers and at proper times to ensure that responsibilities assigned under this Contract are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of COUNTY and the State of Alabama. Prior to furnishing any services, CONSULTANT shall be familiar with standard and informal Alabama Department of Transportation (ALDOT) procedure and practices, and standard and informal COUNTY procedures and practices for construction, engineering and contract administration. COUNTY shall endeavor to provide CONSULTANT at least ten (10) calendar days advance notice of the execution date for each construction contract to allow CONSULTANT sufficient time for scheduling. CONSULTANT shall maintain close coordination with COUNTY and Contractor to minimize rescheduling of CONSULTANT'S activities due to construction delays or changes in scheduling of Contractor's activities.

2. DEFINITIONS:

A. Transportation Director: The chief executive officer of ALDOT.
B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
C. Bureau of Construction: A bureau of ALDOT charged with administering ALDOT'S construction program.
D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
E. Project Manager, CONSULTANT: Qualified individual assigned as the on-site person in charge of the project.
Project Manager, COUNTY: Qualified individual assigned by COUNTY to manage and be in direct control of the project.
F. FHWA: The Federal Highway Administration of the United States Department of Transportation.
G. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).
H. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.
I. Construction Contract Suspension: Cessation of construction activity on a construction contract.
J. Division Engineer: Administrative head of ALDOT'S Division or their designated representative.
K. District Engineer: Administrative head of one of ALDOT'S Districts or their designated representative.
L. State Bridge Engineer: Administrative head of ALDOT'S Bureau of Bridge.
M. State Design Engineer: Administrative head of ALDOT'S Bureau of Design.
N. Consultant: Consultant firm(s) retained by ALDOT to perform all construction engineering and administrative functions as defined in this Contract.

O. State Materials and Tests Engineer: Administrative head of ALDOT'S Bureau of Materials and Tests.
P. Division Materials Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Division.
Q. Consultant Design Engineer (when applicable): Consultant design engineer retained by ALDOT to design aforementioned project(s).
R. Division Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects.
S. Division Consultant CE & I Engineer (when applicable): Employee of ALDOT designated by Division Construction Engineer to be in charge of project(s).
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.

3. ITEMS TO BE FURNISHED BY COUNTY:

A. Following award of a construction contract, documents for each project shall be distributed to CONSULTANT, via County Engineer, by ALDOT'S Office Engineer:

5 sets Construction Plans - Half scale

3 sets Construction Plans - Full size (1 set to be used in 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 technical services under this Contract, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. CONSULTANT may use computerized forms approved by ALDOT. When determined by the County Engineer, Construction and Materials Management Software including SiteManager, Stormwater Tracking System and Concrete Management System will be used for contract administration on designated projects.

C. When determined by County Engineer, COUNTY shall provide janitorial service, furnish and maintain a Project Office at a location determined by County Engineer. The office shall meet all local, state and federal building codes and requirements.
1. COUNTY shall provide desk, chairs, computers, software, etc. and one telephone for each office and work room.
2. COUNTY shall provide a facsimile machine and a copier for use by COUNTY and consultant personnel. CONSULTANT shall be allowed to furnish personal equipment for his own use at no cost to COUNTY. CONSULTANT shall not be allowed to load or connect any personal software/hardware to COUNTY computer(s) or network system(s) without prior approval from the County Engineer.

3. COUNTY shall provide photographic equipment, calculators, tapes, rulers, field books, and other miscellaneous items necessary for satisfactory performance of work.
4. CONSULTANT shall provide testing equipment, such as nuclear density gauges and concrete testing equipment, unless otherwise directed by the County Engineer.
5. 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.
6. Routine items for operation of the office such as stamps, postal costs, utility service, etc., shall be supplied by COUNTY.

4. ITEMS TO BE FURNISHED BY CONSULTANT:

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

1. All active Construction Information Memorandums issued prior to or after execution of this Contract by 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 Contract shall be furnished to CONSULTANT in a timely manner by ALDOT'S Division Construction Engineer or the County Engineer.

2. Guidelines for Operations issued by ALDOT.

3. All Technical Advisories and Memorandums issued, prior to or after execution of this Contract, 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 Contract shall be furnished to CONSULTANT in a timely manner by ALDOT'S Division Materials and Tests Engineer or the County Engineer.

4. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. This manual sets out test 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 and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms (said manual is available on ALDOT'S website).

5. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection. (Said manual is available on ALDOT'S website.)

6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.

7. Applicable ALDOT Standard Specifications for Highway Construction. CONSULTANT will provide one copy of such to each of CONSULTANT's personnel.

8. The applicable Roadway and Traffic Design Standards.

9. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Health Department.

10. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website.)

11. FHWA Manual on Uniform Traffic Control Devices.

12. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.

13. The American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Transportation Materials and Methods of Sampling and Testing.

14. Copies of all applicable American Society for Testing and Materials (ASTM) Standards.

CONSULTANT shall provide appropriate type of vehicles in numbers as approved by County Engineer, to accommodate CONSULTANT'S personnel.

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

6. COOPERATION AND PERFORMANCE OF THE CONSULTANT:
During the period of this Contract, COUNTY shall conduct reviews of various phases of CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this Contract and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the State of Alabama policies, plans, specifications and contract provisions. COUNTY shall have complete access, at all times, to project site, project office, all project records and any other CONSULTANT items associated with said project or this Contract. CONSULTANT shall cooperate and assist COUNTY representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by CONSULTANT in conformance with recommendations of COUNTY. COUNTY'S remedial recommendations and CONSULTANT'S actions are to be properly documented by County Engineer. CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said Contract, CONSULTANT, upon receipt of written notice of such defects from COUNTY, shall correct such errors, omissions or noncompliance at its own expense. However, when CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to COUNTY, County Engineer shall prepare a written evaluation of the costs, delays or damages and circumstances that caused the increased costs, delays or damages and a copy shall be sent to CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by CONSULTANT. Federal Aid projects are subject to review by representatives of ALDOT and FHWA. Additional state personnel may make special reviews. CONSULTANT shall fully cooperate with and assist in making such reviews.

7. REQUIREMENTS:

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

B. Survey Control:
CONSULTANT may be requested to reestablish project survey controls. CONSULTANT may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection:

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

D. Testing:

CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. CONSULTANT shall meet minimum sampling frequencies set out in the State of Alabama Testing Manual. COUNTY reserves the right to require additional sampling and testing. CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. CONSULTANT shall be responsible for progress record sampling of reinforcing steel. COUNTY shall 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 job control sampling frequencies and test procedures are adequate. CONSULTANT shall inform COUNTY of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by COUNTY at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. CONSULTANT shall be responsible for transporting samples to be tested to the appropriate state laboratory. Any testing performed at a laboratory other than the state laboratory shall be handled in a separate Contract. CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

E. Management Engineering Services:

CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to COUNTY to resolve disputes that may arise in relation to

construction contracts; and to maintain an adequate level of surveillance of Contractor's activities. CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill CONSULTANT'S responsibilities under this Contract. 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:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and, if requested by COUNTY, distribute copies of said minutes to appropriate parties. 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 project. Record all work completed by Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. CONSULTANT shall immediately report to County Engineer changes in pay items, project time or cost as soon as they become known to CONSULTANT.

3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the COUNTY/State. Said diaries and reports shall be kept up-to-date on a daily basis.

4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for 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 project records within three days. CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).

6. Prepare and submit monthly to County Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.

7. Provide interpretations of plans, specifications and contract provisions. CONSULTANT shall consult with County Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.

8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of 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 said project. Therefore, it is of paramount importance that problems be resolved expeditiously. CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, CONSULTANT shall assemble all relevant information to include any proposals from Contractor. CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. CONSULTANT shall make recommendations to County Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer), State Construction Engineer, or County Engineer, depending on the nature of proposal are responsible for structural engineering analysis of Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, CONSULTANT shall be responsible for ensuring that County Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to County Engineer of all project(s) related circumstances that may have an influence upon the solution. In particular, CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project(s). By utilizing CONSULTANT personnel and resources, CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by Contractor. CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. CONSULTANT shall make these assessments in order to formulate his recommendations. CONSULTANT shall then forward the said assessments and recommendations to County Engineer, together with any proposals from Contractor. CONSULTANT shall be a liaison and cooperate with COUNTY in resolution of any problems. Upon resolution and approval of technical solution, CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

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

9. CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. CONSULTANT shall provide recommended changes to County Engineer for approval. Approval of County Engineer must be obtained 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 character of work, CONSULTANT, in conjunction with COUNTY Project manager, shall negotiate prices with Contractor and prepare and submit a recommendation to County Engineer for approval. The County Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.

11. In the case where Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, CONSULTANT shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.

12. In the case where Contractor for a project submits a claim for additional compensation, CONSULTANT shall analyze submittal in conjunction with County Construction Engineer. CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. CONSULTANT shall maintain complete and accurate documentation of work involved in claims.

13. In the case where Contractor for a project submits a request for extension of allowable contract time, CONSULTANT shall analyze request and prepare a recommendation to County Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. CONSULTANT shall make recommendations weekly, or other times as necessary, to County Engineer on all delays. This recommendation is needed to justify a time extension.

14. CONSULTANT shall prepare and submit to County Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve CONSULTANT, shall be signed and sealed by CONSULTANT and 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 COUNTY, CONSULTANT shall assist appropriate COUNTY/State offices in preparing for hearings or litigation that may occur during the term of this Contract in connection with a project covered by this Contract.

16. CONSULTANT shall monitor and document Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.

17. CONSULTANT shall review and document Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the State of Alabama Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.

18. CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate requirements of any permits. The Project Manager shall notify Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to County Engineer immediately.

19. Shop drawing/sample submittal and approvals shall be logged by COUNTY/State. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

20. CONSULTANT shall assist 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 State of Alabama procedures.

21. The Project Manager and CONSULTANT for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.

22. CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.

23. CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform County Engineer of these inquiries.

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

8. PERSONNEL:

A. General Requirements:
CONSULTANT shall provide a sufficient number of qualified personnel as directed by COUNTY to effectively carry out its responsibilities under this Contract.

B. Personnel Qualifications:
CONSULTANT shall utilize only competent personnel who are qualified by experience and education. CONSULTANT shall submit, in writing, to County Engineer the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by County Engineer prior to the date an individual is to report to work. Listed below are minimum qualifications and job descriptions for CONSULTANT'S personnel that may be working on various projects under this Contract.

PROJECT MANAGER:
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 County Engineer.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:
This is administrative and technical work in Civil Engineering. Employees in said class shall act as the first contact between contractor and the COUNTY. The Project Manager shall be responsible for supervision of all employees assigned to said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to District Engineer's or County 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 County Engineer. Inspectors who are to perform a specific task shall be certified in said field.

- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing 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 shall report directly to Project Manager.

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 County Engineer. Inspectors who are to perform a specific task shall be certified in said 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
- Qualified Credentialed Inspector (QCI)

Job Description:

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

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 County 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
- Qualified Credentialed Inspector (QCI)

Job Description:

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

ADMINISTRATIVE ASSISTANT

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 State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with 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 said 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 said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

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 said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing 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 State 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. Said position shall report directly to Project Manager or Professional Land Surveyor.

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

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

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

C. STAFFING:

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

As Contractor's operations on a contract diminish, CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of CONSULTANT forces as directed by County Engineer shall be accomplished within one week after notification. CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule CONSULTANT employee work hours to avoid overtime. This shall 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 County Engineer. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this Contract shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of County Engineer to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces. Should COUNTY determine a need for additional classifications not set forth in this Contract, the classifications and hourly pay ranges shall be established based on mutual agreement with CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

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 State of Alabama shall be authorized to operate nuclear testing devices. CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their 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 shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this Contract.

9. SUBCONSULTANT SERVICES:

Upon written approval of COUNTY and prior to performance of work, CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional

services. The County Engineer shall verify qualifications of personnel used by sub-consultant.

10. OTHER SERVICES:
CONSULTANT shall, upon written authorization by County Engineer, perform any additional services not otherwise identified in this Contract as may be required by COUNTY in connection with said Project(s).

11. CLAIMS REVIEW:
In the event Contractor for said project submits a claim for additional compensation and/or time after CONSULTANT has completed this Contract, CONSULTANT shall, by written request from COUNTY, analyze the claim, prepare a recommendation to County Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services shall be mutually agreed between COUNTY and CONSULTANT prior to performance of said Services.

CONSULTANT shall, upon written request by County Engineer, assist appropriate COUNTY offices in preparing for arbitration hearings or litigation that occur after CONSULTANT'S contract time in connection with the project covered by this Contract.

CONSULTANT shall, upon written request by County Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist COUNTY in any litigation or hearings in connection with said construction contract(s).

XIII. Time for Performance. The CONSULTANT services for each on-call construction assignment shall begin after the CONSULTANT receives approved Purchase Order for Consultant Construction Engineering and Inspection and "Notice to Proceed" letter from County Engineer. The maximum amount payable to the CONSULTANT for services on each on-call construction assignment shall not exceed the amount stated on said PO. The length of services as herein established for each construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the STATE/COUNTY of described services.

This Contract shall be effective upon the date of full and complete execution. The term of this Contract shall be from the date of full execution, extending twelve (12) months thereafter, and automatically renew annually unless terminated by either party in writing thirty (30) days prior to the expiration date. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

XIV. Payment and Expenses.

Section 1. Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When COUNTY requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General

Services Administration. Out-of-pocket expenses, not to exceed $100.00, shall be paid as direct cost plus ten (10) percent. Purchases over $100.00 shall require written authorization from the COUNTY.

For performance by the CONSULTANT of services provided for in this Contract, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this Contract, and subject to conformity with all provisions of this Contract, the COUNTY shall pay the CONSULTANT as follows:

A. The total compensation to the CONSULTANT for work provided for when performed under this Contract will be as follows:

1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT'S personnel that may be working on various projects under this Contract.

CLASSIFICATION	HOURLY PAY RANGES
Professional Civil Engineer	$28.00 to $43.00
Project Manager	$21.00 to $37.00
Senior Inspector	$17.00 to $29.00
Level II Inspector	$13.00 to $24.00
Level I Inspector	$12.00 to $19.00
Professional Land Surveyor	$20.00 to $37.00
Field Supervisor	$17.00 to $29.00
Instrument Person	$13.00 to $23.00
Target Person	$12.00 to $19.00
Administrative Assistant	$10.00 to $19.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this Contract, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration.

3. The sub-consultants overhead and labor additive rate shall not exceed the prime consultant's rate. The CONSULTANT'S billable overhead and labor additive rate can only increase to a maximum of five (5) percentage points per year during the life of this Contract. Facilities Capital Cost of Money (FCCM) rate is ____ percent of the direct labor, and no profit shall be allowed on the said item.

4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.

5. The CONSULTANT'S home office overhead and labor additive rate, as determined by the State of Alabama Bureau of Finance and Audits, External Audit Section, shall be applied to direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive rate can only increase to a maximum of five (5) percentage points per year during the life of this Contract.

6. The State of Alabama Bureau of Finance and Audits, External Audit Section shall be furnished a Financial Statement Audit that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.

7. Any paid overtime shall require prior authorization from County Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.

   (a) The hourly overtime rate shall be 1.5 times the hourly billable rate.

   (b) Hours worked on holidays observed by the CONSULTANT shall be billable at an hourly rate of 2 times the hourly billable rate. Billable holiday work shall require prior approval by the COUNTY.

Section 2.

A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific rate of pay Contract shall be furnished monthly.

B. Partial payments to the CONSULTANT shall be made not more often than monthly. Such payments shall be based on ninety-five percent (95%) of amount earned to date of invoice. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the COUNTY/STATE may deem necessary. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the County Engineer's Office for review, approval and payment.

C. Five percent (5%) retainage shall be withheld by the COUNTY from amount earned for work completed, until all work on a requested assignment is completed and accepted by the COUNTY/STATE. The retainage will be held by the COUNTY. The COUNTY shall release the retainage withheld following acceptance of work required under each assignment.

D. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the COUNTY/STATE and applicable Federal

Acquisition Regulations. Since this is a cost reimbursable type of Contract, all direct job costs, and labor costs charged to said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the COUNTY/STATE.

Section 3.

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY of all claims and of any and all liability of the COUNTY to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the CONSULTANT under, or in connection with this Contract, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the COUNTY.

Section 4.

During the period of this Contract, the CONSULTANT shall not be employed and CONSULTANT'S employees shall not be employed by construction contractors performing work on county, state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the COUNTY.

Section 5.

The work to be performed under this Contract shall not include any work payable to the CONSULTANT under any other contract or agreement with the COUNTY in effect at the time work is performed.

XV. Termination of Services. The COUNTY or CONSULTANT may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, CONSULTANT shall discontinue its work to the extent specified in the notice. (See Exhibit D.)

XVI. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

CONSULTANT:	Neel-Schaffer Inc. 851 East I-65 Service Road Suite 402 Mobile, AL 36606
COUNTY:	Baldwin County Commission c/o Chairman 312 Courthouse Square Suite 12 Bay Minette, AL 36507

XVII. Effective Date, Duration and Term. This Contract shall be effective upon the date of full and complete execution. The term of this Contract shall be from the date of full execution, extending twelve (12) months thereafter, and automatically renew annually

unless terminated by either party in writing thirty (30) days prior to the expiration date. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

XVIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XIX. Insurance. CONSULTANT shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to commencing services. The certificates of insurance shall provide for advance notice to the COUNTY of any subsequent modification or cancellation of the coverages. (See Exhibit E.)

(a) Statutory requirements for Worker's Compensation Insurance.

(b) Commercial General Liability Insurance with aggregate annual limits of $1,000,000.

(c) Automobile Liability Insurance with aggregate annual limits of $1,000,000 for all company owned vehicles.

(d) Professional Liability Insurance with aggregate annual limits of $1,000,000.

XX. Indemnification.

(a) To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless COUNTY, COUNTY's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of CONSULTANT's attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and/or Consultants with respect to this Contract, including without limitation the performance and furnishing of CONSULTANT's services under this Contract.

(b) In the event that the indemnification undertakings of the Parties, or any part thereof, are determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.

XXI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama choice of law principles.

XXII. Number of Originals. This Contract shall be executed with two originals, both of which are equally valid as an original.

XXIII. Miscellaneous. Exhibits A, B, C, D, E, F, G, G-1, H, I, J, K, L, M and N attached hereto, are made part of this Contract and the terms and provisions of such Exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the Contract.

The CONSULTANT agrees to abide by the ALDOT Principles of Business Conduct.

The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation in cooperation with the COUNTY and shall ascertain the written practices of the COUNTY prior to beginning any work on this project. All work required under this Contract will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this Contract shall be subject to the review, approval and acceptance of the COUNTY, Alabama Department of Transportation (ALDOT), and Federal Highway Administration, where applicable, before CONSULTANT will be paid for said work.

As a part of obligations of the CONSULTANT to the COUNTY under this Contract, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

NEEL-SCHAFFER INC.

By: C.T. Sell

Dated: 10/20/14

BALDWIN COUNTY COMMISSION

By: _____
Chairman

ATTEST:

By: _____
County Administrator

Dated: 10-23-2014

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and DAVID A. Z. BREWER, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the 23rd day of October, 2014.

Monica E. Taylor
Notary Public, Baldwin County, Alabama
My Commission expires: My Commission Expires 09/05/2016

STATE OF Alabama
COUNTY OF Mobile

I, Norman L. Brown, a Notary Public in and for said County, in said State, hereby certify that, Christopher Sellers, whose name as Vice President of Neel-Schaffer, Inc., a(n) _____ corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 21st day of October, 2014.

Norman L. Brown
Notary Public, Mobile County, Alabama
My Commission expires: 01/03/2018

Exhibit A

Participation by Disadvantaged Business Enterprises in Federal-Aid Program

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

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

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

EXHIBIT B

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

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

a. Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.).

b. Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).

c. Executive Order 11738 (Federal).

d. Environmental Protection Agency Regulations (40 CFR Part 15).

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

CHANGES OF WORK

a. If during the term of this Contract additional services are required other than those services specified in the Contract, or major changes in the work become necessary or desirable, the COUNTY may, in writing, order the CONSULTANT to perform such services or make changes, or if the CONSULTANT is of the opinion that the work he was directed to perform is beyond the scope of this Contract and constitutes extra work, the CONSULTANT shall promptly notify the COUNTY in writing of such fact and receive written approval from the COUNTY prior to performing such work. The terms "in writing" and "written approval" may be in the form of normal correspondence such as letters, or written conference notes approved by the CONSULTANT and the COUNTY. In the event that the COUNTY determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental contract. Any extra work and/or payment for extra work must have the approval of the Federal Highway Administration before such work is undertaken if Federal funds are to be utilized in payment for such work.

b. During the term of this Contract any service in the Contract may be deleted and reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

DELAYS AND EXTENSIONS – TIME PERIOD OF AGREEMENT

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

CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

a. The parties agree that conferences will be held at the request of COUNTY representatives, the Federal Highway Administration or the CONSULTANT to discuss matters pertinent to any phase of this project. COUNTY or FHWA representatives may visit the CONSULTANT'S office during normal working hours where the work is being performed at any time with or without advance notice to the CONSULTANT. The CONSULTANT agrees to coordinate the work with the COUNTY throughout all area and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.

b. The CONSULTANT, when so directed by the COUNTY, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

EXHIBIT D

TERMINATION OR ABANDONMENT

a. The COUNTY shall have the absolute right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The COUNTY has the right to terminate this CONTRACT at its sole discretion without cause and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this CONTRACT shall be determined. In determining the value of the work performed, the COUNTY shall consider the following:

(1) The ratio of the amount of work performed by the CONSULTANT prior to the termination of the CONTRACT to the total amount of work contemplated by this CONTRACT less any payments previously made.

(2) The amount of the expense to which the CONSULTANT is put in performing the work to be terminated in proportion to the amount of expense to which the CONSULTANT would have been put had he been allowed to complete the total work contemplated by the CONTRACT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this CONTRACT.

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the CONTRACT be terminated due to default by CONSULTANT, such termination shall be accordance with Federal Acquisition Regulations applicable.

EXHIBIT E

RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT and the subconsultant, agents or employees of CONSULTANT in connection with their service under this CONTRACT. The CONSULTANT specifically agrees that the subcontractors, agents, or employees of CONSULTANT shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, the CONSULTANT shall defend, indemnify and hold harmless the COUNTY, the Alabama Department of Transportation, its officials and employees, both in their official and individual capacities, and their agents and servants from and against all claims, damages, losses and expenses or allegations thereof, including but not limited to reasonable attorneys' fees, arising out of or resulting from faults, errors, mistakes, omissions, malfeasance, misfeasance, misconduct or negligent acts or omissions of the CONSULTANT in connection with their service under this contract. Such indemnity shall not be limited by reason of any insurance coverage provided.

INSURANCE

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

GENERAL COMPLIANCE WITH LAWS

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

SUBLETTING, ASSIGNMENT, OR TRANSFER

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

EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS

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

SOLICITING OF CONTRACT

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

CONSULTANT'S RESPONSIBILITY

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

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

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

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

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

MAINTENANCE OF RECORDS

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

OWNERSHIP OF ENGINEERING DOCUMENTS

a. Upon completion or termination of the work covered by this CONTRACT, the CONSULTANT shall deliver to the COUNTY upon COUNTY'S request all survey notes, computations, tracings and all other documents and data pertaining to the work or to the project, which material shall become the property of the COUNTY. All completed original tracings of maps and other engineering data furnished to the COUNTY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

b. The COUNTY shall in no way be limited in its subsequent use of the designs or ideas incorporated in the work for the preparation on contract plans and documents. The COUNTY, insofar as it has the right, releases the CONSULTANT from liability, resulting from the use by the COUNTY of such designs or ideas on work other than that covered in the CONTRACT.

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

b. **Nondiscrimination**

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

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

c. **Solicitations**

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

d. **Information and Reports**

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

e. **Sanctions for Noncompliance**

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

1. Withholding of payments to the CONSULTANT under contract until the CONSULTANT complies, and/or

2. Cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provision**

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

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CONSULTANT specifically agrees that this CONTRACT shall be deemed executor only to the extent of moneys available, and no liability shall be incurred by the COUNTY beyond the moneys available for this purpose.

b. The CONSULTANT, in accordance with the status of CONSULTANT as an independent contractor, covenants and agrees that the conduct of CONSULTANT will be consistent with such status, that CONSULTANT will neither hold CONSULTANT out as, or claim to be, an officer or employee of the COUNTY by reason hereof, and that CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph b. also applies in like manner to the employees of CONSULTANT.

EXHIBIT G-1

CONSULTANT'S CERTIFICATIONS

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

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

EXHIBIT H

FAILURE TO COMPLETE CONTRACT WITHIN AGREED UPON TIME

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions</u>

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

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

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

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

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

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

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instructions for Certification

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

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

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

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

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

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

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

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

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

EXHIBIT J

PARTICIPATION BY FOREIGN CONSULTANTS
AND SUBCONSULTANTS

The COUNTY will not consider for award any bid proposals submitted by any consultant, and will not consent to subletting any portions of the contract to any subconsultant, of a foreign country during any period in which foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

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

EXHIBIT K

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

(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 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT L

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 County 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 CONTRACT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this CONTRACT, be enacted, then the conflicting provision in the CONTRACT shall be declared null and void.

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.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the contract term is to exceed more than one fiscal year, then said contract is subject to termination in the event that funds should not be appropriated for the continued payment of the contract in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this CONTRACT is to be made, contract will be subject to termination.

EXHIBIT M

Federal-Aid Project #_____

State_____

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Vice President and duly authorized representative
(Title)

of the firm of Neel-Schaffer, Inc.,

whose address is 851 East I-65 Service Rd South, Ste 402, Mobile, AL 36606, and that neither I nor the above firm I here represent has:

(a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any);

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

10/20/14
(Date)

(Signature)

EXHIBIT N

Federal-Aid Project #_____

State_____

I hereby certify that I am the Transportation Director of the Alabama Department of Transportation, and that neither the consulting firm nor its representatives have been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person, or,

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation or consideration of any kind;

except as hereby expressly stated (if any):

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

_____ _____

(Date) (Signature)