



November 16, 2020

City of Foley
ATTN: Chad Christian, P.E., City Engineer
P.O. Box 1750
Foley, AL 36536

**RE: Proposal for Design Engineering Services
Foley Beach Express Roadside Safety Improvements – Curve Warning**

Dear Mr. Christian,

Roadside safety improvements that have been proposed along the Foley Beach Express have recently been awarded funding through the Alabama Department of Transportation's (ALDOT) Highway Safety Improvement Program (HSIP). The next step is to perform the preliminary engineering needed to design the proposed improvements and prepare plans and specifications needed for the City to construct the project.

Due to the anticipated schedule for the availability of HSIP funds to be authorized for construction of the overall project, ALDOT has proposed that the City implement this project in two separate phases. The first phase, ready to start immediately, would be for the design and installation of curve warning signs and raised pavement markers through curves. The second phase, to be constructed at the same time the route is resurfaced, would be for the design and installation of paved shoulder widening.

This proposal is for the preliminary engineering needed to design the first phase of the overall project and provide the City with final plans and specifications needed to construct this phase. This proposal contains our understanding of the project, proposed scope and fee, and our Agreement to provide services.

BACKGROUND AND UNDERSTANDING

Our understanding of the project is the City is ready to complete the design of the first phase of the proposed improvements on Foley Beach Express.

4751 Main Street, Ste. F-212
Orange Beach, AL 36561
251.378.6190 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

This project is a federally-funded project that will be administered by ALDOT through a funding agreement with the City acting as a Local Public Agency (LPA). Thompson Engineering, Inc. (TEI) is an ALDOT pre-qualified on-call consultant and is prepared to meet the requirements of this project.

PROPOSED SCOPE OF WORK AND COMPENSATION

See attached Agreement.

WORK SCHEDULE

Services shall commence immediately upon receipt of authorization to proceed from the City and will be completed according to the schedule allowed by the City and ALDOT (if applicable) review and approval.

Thompson Engineering appreciates this opportunity to perform professional services for the City of Foley on this project! Please contact us if you have any questions or require additional information.

Upon acceptance, please sign and return the attached Agreement.

Sincerely,
THOMPSON ENGINEERING, INC.



Charles Weber, P.E.
Senior Engineer

Enclosures



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in **Exhibit A** (the "Work").

2. FLOW-THROUGH TERMS & CONDITIONS

Thompson Engineering shall be bound to the Client and shall comply with the Terms and Conditions applicable to the Work performed hereunder of that certain contract executed by and between the State of Alabama acting by and through the Alabama Department of Transportation dated effective July 24, 2019 bearing CONTRACT ID # 2353 which is incorporated herein by reference and attached as **Exhibit B**.

3. INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

In the event this agreement is terminated before the completion of all services, unless **Thompson Engineering** is responsible for such termination, Client agrees to release **Thompson Engineering** from all liability for services performed. In the event all or any portion of the services by **Thompson Engineering** are suspended, abandoned, or otherwise terminated, Client shall pay **Thompson Engineering** all fees and charges for services provided prior to termination. If **Thompson Engineering's** services are suspended and restarted, **Thompson Engineering** will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 2 of this agreement.

Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with **Thompson Engineering's** usual and customary billing rates. If any staking or monuments are damaged, removed or destroyed by anyone other than **Thompson Engineering**, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson

Engineering shall be reimbursed on a time and material basis in accordance with **Thompson Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

4. PROFESSIONAL RESPONSIBILITY / STANDARD OF CARE

Thompson Engineering represents that the Work shall be performed in a manner consistent with and limited to that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

5. ASSIGNS

Neither the Client nor **Thompson Engineering** may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

6. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

7. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.



Single Project Agreement General Terms and Conditions

8. FORCE MAJEURE

Thompson Engineering shall not be responsible for delays caused by factors beyond Thompson Engineering's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any government or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Thompson Engineering's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level ("Force Majeure"), and Thompson Engineering shall be entitled to additional time and/or an equitable increase to the contract fee resulting in such events of Force Majeure. When such delays beyond Thompson Engineering's reasonable control occur, the Client agrees that Thompson Engineering shall not be responsible for damages, nor shall Thompson Engineering be deemed in default of this Agreement.

9. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations and agreements, either oral or written. No

modification to the terms hereof shall be made unless agreed to in writing by both parties.

10. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

CITY OF FOLEY
(Client)

By: _____
As its: _____
Date: _____

Address: _____

Thompson Engineering, Inc.

By: Charles Weber
As its: Senior Engineer
Date: 11-16-2020

Address: 2970 Cottage Hill Rd. Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering, Inc.'s services.

Please return executed copy of these terms and conditions to the attention of:

Charles Weber, P.E.
Senior Engineer
cweber@thompsonengineering.com
(251) 752-2073

General Terms and Conditions

EXHIBIT A DETAILED DESCRIPTION OF SCOPE OF WORK AND ASSOCIATED FEES AND COSTS

SCOPE OF SERVICES

Generally, the scope of services shall consist of providing preliminary engineering needed to design the proposed improvements and provide the City with plans and specifications needed to construct the project.

Roadway Plans

TEI shall perform final design and engineering services as follows:

- Meet with City and ALDOT staff to determine needs of the project.
- Prepare final construction plans and engineer's cost estimate for review by the City and ALDOT, including:
 - Title Sheet
 - Index Sheets
 - Plans Legend and Abbreviations
 - General Notes Sheets
 - Quantity Sheets
 - Signing and Striping Detail Sheets
 - Traffic Control Plans
- Address comments and issues arising from reviews by the City and ALDOT.
- Submit final plans and specifications to the City and ALDOT needed for construction of the project.

COMPENSATION

TEI will provide the professional services described above based on the man-day fee estimate provided in Exhibit C as summarized below.

Additional services desired by the City that are not stated herein or attached hereto shall entitle TEI to mutually-agreed upon additional compensation and will not be undertaken without prior approval from the City.

Professional Services
Roadway Plans

Sub-Total
\$ 6,598.00

TOTAL ESTIMATED FEE = \$ 6,598.00

Scope and Fee Prepared By:



Charles Weber, P.E.

Scope and Fee Reviewed By:



Scott Hardy, P.E.



thompson ENGINEERING

General Terms and Conditions

EXHIBIT B

ALDOT TRANSPORTATION SUPPORT SERVICES STATEWIDE CONTRACT ID #2353

(Dated effective July 24, 2019)



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311



Kay Ivey
Governor

John R. Cooper
Transportation Director

July 29, 2019

Mr. James H. Shumock
Thompson Engineering, Inc.
P. O. Box 9637
Mobile, AL 36691

RE: Project: Transportation Support Services
Statewide
Original Agreement

Dear Mr. Shumock:

Attached is a completely executed agreement between the State and Thompson Engineering, Inc., for work on the above-referenced project. This work includes performing transportation support services, statewide. The **Contract ID# is 2353.**

Although this is a statewide agreement, you are presently only authorized to perform work as shown on the attached page.

This is your written notice to proceed with work in accordance with the agreement.

If you have any questions, please let us know.

Yours very truly,

Charles D. Scott
Contract Administrator

CDS/II

Attachments

c: FHWA
Mr. Clay McBrien
Finance & Audits (Attn: Ms. Christy Baird)
Finance & Audits (Attn: Mr. Dedrick McDade)
Ms. Kelly Brendle (External Audit)
Mr. Steve Dukes
Mr. Steve Walker
Regions
Contract Management Group/file

AGREEMENT

Transportation Support Services

This AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation (ALDOT), hereinafter referred to as the STATE and Thompson Engineering, Inc., which is qualified to do business in the State of Alabama, with its principal office at 2970 Cottage Hill Road, Suite 190, Mobile, Alabama, 36606, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the STATE, for the consideration hereinafter mentioned, to prepare roadway plans and provide other requested pre-construction, administrative and/or general services activities on-call, on a statewide basis, for the STATE. The projects may include, but not be limited to, resurfacing, safety, intersection improvements, signal design, lighting design, intelligent transportation system (ITS) design, preliminary bridge design, bridge design, bridge inspection, environmental studies, and, when needed, emergency projects, and portions of projects such as traffic control plan (TCP), erosion control plan (ECP), hydraulic design, project review, and traffic engineering studies, as specified in ARTICLE I of this AGREEMENT.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT will meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation of the United States in cooperation with the STATE and will ascertain the written practices of the STATE prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these

standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the STATE and Federal Highway Administration before the CONSULTANT will be paid for the work.

“As a part of the obligation of the CONSULTANT to the STATE under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT”.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will prepare roadway plans and provide other requested pre-construction, administrative and/or general services activities on-call, on a statewide basis, for the STATE. The projects may include, but not be limited to, resurfacing, safety, intersection improvements, signal design, lighting design, intelligent transportation system (ITS) design, preliminary bridge design, bridge design, bridge inspection, environmental studies and, when needed, emergency projects, and portions of projects such as traffic control plan (TCP), erosion control plan (ECP), hydraulic design, project review, and traffic engineering studies as outlined in the sections below. The cost for performing these design services shall not exceed \$100,000 per project, unless approved by the Chief Engineer.

The work to be performed by the CONSULTANT may include all as follows:

SECTION 1 – ENVIRONMENTAL STUDIES

TASK A – FIELD REVIEW

A-1. The CONSULTANT will obtain and study STATE supplied mapping and accompany the STATE on an initial field review to identify obvious environmentally sensitive areas within the project corridor.

TASK B: PERFORM ENVIRONMENTAL ANALYSIS

B-1. CONSULTANT will perform environmental analysis as follows:

1. Conduct social, economic and environmental studies sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771.

The archaeological phase of the cultural resource survey will identify sites that will be affected by alternates carried forward in the Environmental Document. The cultural resource report will include a recommendation as to whether the archaeological sites are eligible for the National Register of Historic Places. A letter from the CONSULTANT will accompany the cultural resource survey and shall describe the effects of each alternate on any archeological site eligible for the National Register of Historic Places and/or any structure eligible for the National Register of Historic Places. If there are eligible archeological sites that cannot be avoided, the STATE may instruct the CONSULTANT to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. All work shall be performed in compliance with 36 CFR 800.

The CONSULTANT shall submit:

- a. A letter from the U.S. Fish and Wildlife Service containing a list of the threatened and endangered species that may exist within the project area.
- b. If threatened or endangered species are identified, qualifications of personnel, either sub-consultant or in-house personnel, who will perform endangered and threatened species work. Qualifications should indicate expertise with those species involved with the proposed project.

The Consultant shall perform all studies of endangered species in accordance with FHWA Technical Advisory T6640.8A dated October 30, 1987, 23 CFR, Part 771 and Section 7 of the Endangered Species Act to the point where a “no effect” or a “may effect” determination can be made for each alternative under consideration. In the event of a “may effect” determination, additional studies may be required for Formal Consultation with the U.S. Fish and Wildlife Service. If additional studies are required, the STATE may instruct the CONSULTANT to submit a proposal for approval before performing the work.

A wetland assessment will be performed for each alternative. The wetlands will be identified using criteria set forth in the U. S. Army Corps of Engineers 1987 “Manual for Delineating Wetland”, however, a full delineation is not required. The wetland assessment does not require the completion of delineation forms, but will require the judgment of a wetlands specialist. The approximate limits of wetlands shall be marked on maps and quantified such that alternatives can be compared. A wetland evaluation report shall be submitted in accordance with T6640.8A.

2. When an alternative matrix is required, the CONSULTANT will furnish the STATE a matrix of environmentally sensitive features, and the cost for minimizing any adverse environmental effects.
 3. If a Public Involvement meeting is required, the CONSULTANT will meet with the STATE prior to the Public Involvement Meeting.
- B-2. If a Value Engineering Review is conducted, the CONSULTANT will provide all necessary material.

- B-3. When a Public Involvement Meeting is necessary, it will be conducted by the STATE, or CONSULTANT if requested by the STATE. The CONSULTANT will prepare technical data, maps, and plans as necessary for the public meeting(s). Representatives of the CONSULTANT will be in attendance at the public meeting(s) to explain or comment upon matters pertaining to studies completed on this project. The CONSULTANT will assist the STATE in analyzing comments received through the public meeting(s) and in resolving comments within the scope of the AGREEMENT to the satisfaction of the STATE.
- B-4. Review each feasible alternate design. Prepare Environmental Document in compliance with all current Federal Highway Administration Guidelines and Directives. Based on the type of document required for the project, submit the following number of copies of the Environmental Document to the STATE (submit copies for review along with an original title sheet for approval, and upon receipt of review comments, make necessary corrections and resubmit corrected copies):

<u>Type of Document</u>	<u>Copies of document for review</u>	<u>Copies of approved document</u>
Re-evaluation	5	5
Categorical Exclusion (CE), checklist	5	5
Categorical Exclusion (CE), written	5	5
Environmental Assessment (EA)	7	30
Finding of No Significant Impact (FONSI) (EA before hearing, FONSI after hearing)	7	30
Draft Environmental Impact Statement (DEIS) (to be submitted before corridor hearing)	10	150
Final Environmental Impact Statement (FEIS) (to be submitted in C-2)	10	150

B-5. When a Corridor Public Hearing(s) or combination Corridor/Design Public Hearing(s) is necessary, it will be conducted by the STATE or CONSULTANT if requested by the STATE. The CONSULTANT will prepare data, maps, and plans as necessary for the Public Hearing. Representatives of the CONSULTANT will be in attendance at the Public Hearing to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT will assist the STATE in analyzing comments received from the Public Hearing, within the scope of this AGREEMENT, to the satisfaction of the STATE.

TASK C: PREPARE ENVIRONMENTAL DOCUMENT

C-1. Identify hazardous material sites on all alternatives under consideration. Submit locations of known hazardous material sites and underground storage tanks affected by the selected alternate to the STATE in order for the STATE to determine estimated cost of clean-up, if required. The consultant will conduct the initial site assessment in accordance with FHWA's Guidelines, Techniques and Approaches to Screening Right-of-way.

(The Phase I Hazardous Material Site Assessment will be conducted by one of the hazardous material specialty consultants that are approved by the STATE's Materials and Tests Bureau. The Man-day and Fee Proposal for the Phase I Site Assessment will be included in the Man-day and Fee Proposal for the Corridor Study. The CONSULTANT will provide to the Hazardous Material consultant maps indicating the alternatives that are to be studied. The CONSULTANT will provide a copy of the Phase I Site Assessment to the STATE's Environmental Technical Section.

Upon the selection of an alternative, the CONSULTANT will provide the STATE's Environmental Technical Section maps or plans depicting the location of the hazardous material sites in relation to the proposed and existing right-of-way for the proposed project.

If Phase II investigations are warranted, this will be the responsibility of the STATE's Materials and Tests Bureau. The results of the Phase II investigation, such as cost for cleanup or no further investigative action required, will be forwarded to the CONSULTANT by the STATE's Environmental Technical Section. The results should be included in the final environmental document for the project.)

- C-2. The CONSULTANT will prepare the final Environmental Document and submit the required (see B-4) number of copies and an original title sheet for approval to the STATE for review. Upon receipt of review comments, make any necessary corrections and resubmit corrected copies. If an FEIS is being prepared, a draft record of decision (ROD) will also be submitted. After approval, submit the required (See B-4) number of copies of the approved document.
- C-3. The CONSULTANT will submit coordinate mapping, in DXF or DGN format, showing location of environmentally sensitive features such as wetlands and endangered species habitats.
- C-4. The CONSULTANT, at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD) to the STATE. The CADD files are required to be completely compatible with the Department's current production versions of CADD software. Deliverables to the STATE will include all CADD files.
- C-5. At the completion of this project, the CONSULTANT shall supply the approved environmental document (including all images, figures, tables, photos, maps, etc.), in Microsoft (MS) Word format on Compact Disc (CD), to the STATE. Appendices are to be supplied to the STATE and are to be in MS Word or PDF format.

SECTION 2 - ROADWAY PLANS

The CONSULTANT will perform the following as applicable:
Contract ID#2353

- A. The development of the plans will follow the procedure as shown in the STATE's "*Guide for Developing Construction Plans*" and "*Guidelines for Operation*".
- B. Study available traffic data, which will be furnished by the STATE, and reaffirm the Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies.
- C. The CONSULTANT will prepare hydraulic designs and supporting calculations according to approved chapters of the STATE Hydraulic Manual, otherwise in the absence of direction in the STATE Hydraulic Manual then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars, American Association of State Highway and Transportation Officials (AASHTO) Guidelines or as instructed by the STATE.
- D. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, City or Local Community, the FHWA, and Federal Emergency Management Agency (FEMA).
- E. The CONSULTANT in the development of the designs will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such way as to create unreasonably hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA and AASHTO will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.

- F. Edge of Pavement Profiles with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.
- G. The CONSULTANT will prepare Floodplain Studies for the project to include a “Risk Assessment” and “Risk Analysis” where applicable in the development of designs in accordance with the requirements of Federal Aid Policy Guide, 23 CFR 650A. Also, the forms HYD-100, HYD-101, and HYD-102 will have to be completed prior to the Plan-in-Hand review.
- H. Each project plan assembly submitted by the CONSULTANT for Hydraulic Review will contain no less than the minimum amount of hydraulic and hydrologic data necessary and as specified in Chapters 2, 3 and 4 of the STATE Hydraulic Manual.
- I. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by Alabama Department of Environmental Management (ADEM) for the application of a construction stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with applicable ADEM regulations regarding the selection and implementation of Best Management Practices (BMPs). When required by the STATE, the CONSULTANT will prepare a Construction Best Management Practices Plan based on the latest template provide by the STATE. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or designs for structural controls that conform to AASHTO’s *Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in Highway Construction (2007)* and to the Alabama Soil and Water

Conservation Committee's *Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas*, March 2009.

- J. Each project Plan Assembly will include title geometric layout, summary of quantities, typical section, drainage section, plan and profile, paving layout, traffic control, signing, striping, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all grade, base, pave and drain work. Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the STATE Hydraulic Manual, Guidelines for Operations and Plan Preparation Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 100 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE's design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.
- K. Drainage Section drawings will be provided for all proposed drains and existing drain modifications along the project centerline and within the project work limits. Stream bed data acquired from a field survey will be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- L. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved by the STATE, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above as approved by the STATE.

- M. Arrangements will be made by the STATE with any affected utility owner to prepare plans for any utility relocations. Following the Plan-In-Hand Inspection, the CONSULTANT will provide utility base sheets and CADD files to the STATE showing existing utilities for STATE's use and coordination with the utility companies. All CADD files are required to be completely compatible with the Department's current production versions of CADD software. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.
- N. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.
- O. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the STATE.
- P. Following the 30% Review, a Public Involvement Meeting will be conducted by the STATE with assistance from the CONSULTANT. The CONSULTANT will prepare data, maps, and plans as necessary for the Public Involvement Meeting. Representatives of the CONSULTANT will be in attendance at the Public Involvement Meeting to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT

will assist the STATE in analyzing comments received from the Public Involvement Meeting, within the scope of this AGREEMENT, to the satisfaction of the STATE.

- Q. Preliminary detailed contract plans and estimates for each construction project shall be submitted to the STATE before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.
- R. The CONSULTANT will coordinate these plans with existing and proposed plans of the STATE.
- S. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards. A true model of the design surface shall be created so cross-sections can be accurately annotated, or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.
- T. After the Plan-In-Hand Inspection, the CONSULTANT may prepare reproducible base maps showing property ties and ownership and submit to the STATE with the latest recorded deeds and preliminary plans showing construction limits and acquired right-of-way limits for the use of the STATE in acquiring right-of-way. The right-of-way submittal shall be accompanied by an electronic disk of CADD files showing all base maps and acquired right-of-way information.
- U. Three separate plan reviews plus other reviews up to and including the P.S. & E., as required by the Alabama Department of Transportation Guide for Developing Construction Plans (G.D.C.P.), will be conducted. The CONSULTANT will prepare and submit sets of

selected plan sheets for requesting materials recommendations and handling of Railroad Agreements, City/County Agreements and other Coordination Sets as required in accordance with the G.D.C.P. The CONSULTANT will prepare and submit sets of plans for a 30% completion review, for a Plan-In-Hand Inspection, and for a P.S. & E. Inspection. The number of plan sets required for all submittals will be as directed in the G.D.C.P. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspections, the CONSULTANT will submit sets of prints of plans to the STATE for its Quality Control review. The CONSULTANT will submit sets of prints after Quality Control comments have been addressed for Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the 30%, P.S.& E., Construction Bureau review and final plan submittals. The CONSULTANT will be required to prepare and submit a grade book with grades shown on fifty (50) foot stations. The cross-sections shown on the plans will be shown on one hundred (100) foot stations or as directed by the STATE.

- V. The CONSULTANT, at each review stage and as required by the GDGP, and at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD) with an electronic document listing the contents of each file. The CADD files are required to be completely compatible with the Department's current production versions of CADD software. Deliverables to the STATE will include all CADD files.

SECTION 3

BRIDGE PRELIMINARY PLANS

- A. Type, Size and Location Drawings (TS&L's) for each bridge will be furnished to establish the general design features of each structure.

- B. Typical sections for the type design proposed will be shown for each structure.
- C. Minimum horizontal and vertical clearances will be shown for grade separation structures.
- D. The CONSULTANT will show hydraulic data and stream velocity (provided by the STATE) through the proposed bridge for each drainage structure.
- E. Prints will be furnished as necessary to the STATE for submittal to City, County or Federal agencies involved for review and approval.
- F. A “square foot” construction cost estimate for each structure will be provided.

BRIDGE FINAL PLANS

After approval of the preliminary plans by the lead agency plans will be provided to the STATE and FHWA, the CONSULTANT will develop final plans based on the approved preliminary plans. Final plans will be developed in sufficient form and detail for the STATE to let a construction contract. The final design, detailed drawings and materials will be prepared in accordance with the ALDOT Bridge Bureau Structural Design Manual, ALDOT Bridge Bureau Quality Control Manual for Bridge Detailing, the ALDOT Bridge Bureau Plan Development QC/QA Plan and Checklist and will meet the approval of the STATE and FHWA. The CONSULTANT may make maximum utilization of Bridge and Special Project drawings and plans of existing bridges where applicable, and the CONSULTANT will accomplish the following:

- A. Prepare supplemental specifications and special provisions for items not covered by the Standard Specifications, supplemental specifications of special provisions of the STATE.
- B. Prepare estimates of quantities and construction costs itemized and properly symbolized in accordance with the Standard Specifications for Highway Construction using unit prices furnished by the STATE.

- C. Preliminary detailed contract plans and estimates will be submitted to the lead agency and then to the STATE for review before final contract drawings are complete.
- D. The contract plans will be completed in accordance with current practices of the STATE in the preparation of Federal Aid Plans.
- E. The CONSULTANT will prepare plans using drafting techniques that will facilitate the STATE's development of one-half (1/2) scale drawings.
- F. The CONSULTANT will make an independent structural check of the bridge plans, including a check of design stress analysis and a check of detailing and drafting of completed plans.

Competent personnel other than those performing the original design will make this independent check, detailing and drafting, but such personnel may be within the firm that performed the original design. The person(s) making the check will certify on the plans that the check was made.
- G. The CONSULTANT will, at the request of the STATE, correct any plan errors or omissions found in design, detailing or drafting before or after acceptance of final plans by the STATE.
- H. The CONSULTANT will submit final contract drawings, final calculations and a compact disc (CD) containing all digital files compatible with the Department's current production versions of CADD software.

SECTION 4 – TRAFFIC SIGNAL DESIGN SERVICES

The work performed by the CONSULTANT may include, but not be limited to, the following:

- A. Assist the STATE in the design, review, construction process and system management and/or maintenance. This includes specifications, construction plan development, project meetings, bid analysis, construction and final inspections.

- B. Provide 12-hour traffic counts with turning movements, pedestrian data, and accident data.
- C. Provide trip generation studies, intersection operation analysis, capacity analysis, ramp metering studies, roundabout studies and traffic simulation.
- D. Prepare traffic signal warrants, per the MUTCD, and perform analysis using SYNCHRO and SIMTRAFFIC.
- E. Implement timings into controllers and make adjustments.

SECTION 5 – FIBER OPTIC AND ITS SERVICES

The work performed by the CONSULTANT shall include, but not be limited to, the following:

- A. Assist the STATE in the design, review, construction process and system management and/or maintenance. This includes specifications, construction plan development, project meetings, bid analysis, construction testing/inspections including final inspections and maintaining fiber management databases.
- B. Study the existing ATMS System and be capable of making additions and/or extensions without appreciable changes to the existing ALDOT ITS software.
- C. The CONSULTANT shall be available on an as-needed basis to the STATE for the purpose of providing support and expertise in the area of fiber optic communication networks. This includes work that may be beyond normal business hours and at various locations throughout the state.
- D. Provide training to STATE personnel in fiber optic theory, terms as they apply to fiber optics, installation and maintenance technology, the use of connecting, splicing and testing equipment.
- E. Provide assistance in the evaluation and testing of new products, including surveillance,

detection, communications, networking and information display devices.

SECTION 6 – ELECTRICAL ENGINEERING SERVICES

The work performed by the CONSULTANT shall include, but not be limited to, the following:

- A. The CONSULTANT will provide completely designed projects ready for letting, partial plans to be inserted into other roadway plans for letting, or reports and studies as directed.
- B. The CONSULTANT will produce plan sets on a CADD system using current ALDOT CADD Standards and be capable of electronically transmitting/receiving project files or individual sheets to/from the ALDOT's Central Office.
- C. Upon notice from the STATE for Need of Services, the CONSULTANT will attend a scope of work meeting. Within five (5) workdays after the scope of work meeting the CONSULTANT will provide a written project scope including the understanding and a detail cost estimate for the required design services for review and approval by the STATE. The CONSULTANT will proceed with the work on a project only after receiving written authorization from the STATE.
- D. All lighting level calculations will be made using AGi32 or other Department approved programs. The CONSULTANT shall perform all calculations using the illuminance method of design. The CONSULTANT shall attend the Plan-in-Hand meeting and the PS&E meeting or the combination Plan-in-Hand/PS&E meeting to discuss the calculation results and lighting design with ALDOT.
- E. The CONSULTANT will write specifications for all special hardware and installation techniques not covered in the ALDOT's existing Section 750 – Roadway Lighting, Section 756 – Electrical Conduits under Roadway, and Section 889 – Roadway Lighting Materials.

- F. The CONSULTANT will provide to the STATE a complete set of final plans, including all sheets in a .DGN format on DVD or other optical storage media. In addition, the CONSULTANT will provide the STATE with a complete full-size (24' x 36") plans on paper with the exception of the title sheet, which shall be submitted on Mylar. All calculations will be turned over in a systematic manner.

SECTION 7 – BRIDGE INSPECTION SERVICES

Scope of services for consultant inspection:

- A. The CONSULTANT will be responsible for providing all necessary traffic control, to include personnel, equipment and devices. Prior to the deployment of any traffic control, the CONSULTANT will provide a copy of the traffic control plan to ALDOT for review.
- B. The CONSULTANT will be responsible for providing all needed access equipment to include manlifts, reachalls, platforms, etc.
- C. The CONSULTANT will begin bridge inspections as instructed by the STATE and the CONSULTANT will complete each bridge inspection as safely and promptly as possible.
- D. Qualifications of inspection personnel will be as follows:
- a. Each inspection team leader shall be an Alabama Certified Bridge Inspector (CBI).
 - b. All team members must have successfully completed the National Highway Institute (NHI) course "Safety Inspection of In Service Bridges".
- E. All CONSULTANT personnel performing engineering evaluations must have a professional engineering license in the State of Alabama.
- F. The CONSULTANT will provide inspection services on specified bridge structures to include the following:
- a. Routine inspections of structures, performed at the hands-on inspection level

- b. Fracture critical inspection of bridges
 - c. Channel cross-sectioning of bridges
 - d. NDE (Non Destructive Evaluation) and NDT (Non Destructive Testing) of bridges as specified
- G. The CONSULTANT will provide engineering evaluation services for specified bridge structures as follows:
- a. Review inspection findings and identify deficiencies
 - b. Determine effect of those deficiencies on the structure
 - c. Recommend repairs/corrections to the STATE to address those deficiencies
 - d. Provide budgetary estimates for those repairs/corrections to the STATE
- H. The CONSULTANT will rate the structures as follows:
- a. Model each specified structure in AASHTOWare Virtis™ including trusses, floor beams and stringer; provide an export copy of the Virtis bridge definition to ALDOT.
 - b. The CONSULTANT will use same version of Virtis™ used by ALDOT.
 - c. Supply rating report sealed by a professional engineer licensed in the State of Alabama
- I. The CONSULTANT will provide the following documentation:
- a. Inspection Reports
 - i. Completed Bridge Inspection (BI) forms from Alabama Bridge Information Management System (ABIMS), to be signed by the CONSULTANT inspector and CONSULTANT reviewer as required
 - ii. Scour plots provided through the ABIMS Webscour Module
 - iii. Inspection notes, sketches and annotated photographs
 - iv. CONSULTANT will enter all inspection data into ABIMS

- b. “As-exists” drawings for any structures that are missing structural drawings
- c. A separate structural evaluation report, sealed by a professional engineer licensed in the State of Alabama.

ARTICLE II – OBLIGATION OF STATE TO CONSULTANT

The work to be performed by the STATE will include the following (unless the STATE instructs the CONSULTANT to perform said work), as applicable:

- A. Provide all traffic data, which is deemed necessary by the STATE.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the STATE.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- E. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- F. Advertise, conduct and provide necessary transcripts of Public Involvement Meeting (s) and Corridor Public Hearing (s) with the assistance of CONSULTANT.
- G. Prepare right-of-way maps, tract sketches, right-of-way deeds, and acquire right-of-way.
- H. Upon receipt of prints of final plans from the CONSULTANT, the STATE will furnish plans to each utility service owner and handle the securing of all appropriate utility agreements.
- I. Provide a copy of applicable portions of the STATE Hydraulics Manual and Guidelines For Operation, Plan Preparation Manual and GDCP.

- J. Make any necessary studies, testing, reporting, etc. for any identified hazardous waste sites along the proposed alignment.
- K. Prepare hydraulic analysis for streams where bridges are required for selected alignment based on field survey by the STATE.
- L. Prepare final hydraulic report and bridge length recommendation for streams based on information required from the CONSULTANT.
- M. Perform all geotechnical work and pavement structural design.
- N. Perform field surveys.
- O. Provide "fiber cable management" software.
- P. Provide all applicable field information and plans of existing facilities.
- Q. Provide CONSULTANT with unit prices as needed.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT will be notified in writing by the STATE and will be furnished a map showing the location of the project where work is to be performed, and a description of work requested, before beginning a project for the STATE.
- B. The CONSULTANT will prepare a proposal to include fee estimates in accordance with the terms of this AGREEMENT for approval by the STATE before beginning any work. The CONSULTANT may also be required to submit a man-day and fee estimate to the STATE.
- C. The STATE has the absolute right to reject all or parts of a proposal and may cause rejected work to be accomplished by other or different parties.
- D. The CONSULTANT will begin work within five (5) days after receipt of the approved proposal that will constitute the Notice to Proceed from the STATE.

- E. The CONSULTANT will furnish a monthly progress report on all work in progress, indicating work that has been completed to date as well as the schedule for completion of remaining work.
- F. This AGREEMENT will be effective upon the date of approval by the Legislative Contract Review Oversight Committee, and the signature of the Governor of Alabama, for a term of two years. Any requests for work by the STATE, made prior to the end of the two-year term will be covered by this AGREEMENT.

ARTICLE IV - PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When a Region/Bureau requires the CONSULTANT to stay overnight at a project, the CONSULTANT will 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) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, will be paid as direct cost plus ten (10) percent. Purchases over \$100.00 will require written authorization from the appropriate Region/Bureau.

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

- A. The total compensation to the CONSULTANT for services provided for when performed under this AGREEMENT will be as follows:

1. Direct Salary and Wages – Actual salary and wages paid personnel while actually engaged in the performance of the work, all as determined by the STATE’s Bureau of Finance and Audits.
2. Expenses – Actual STATE approved expenses associated with direct actual cost paid by the CONSULTANT not included in the overhead rates, applicable to services provided under this AGREEMENT. Subsistence for personnel engaged for assignments under this AGREEMENT at rates payable under STATE law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
3. For work performed out of the CONSULTANT’S home or branch office, the CONSULTANT’S home office overhead and labor additive rate of 198.09 percent (for Fiscal Year Ending 12-31-2017) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.450 percent (for Fiscal Year Ending 12-31-2017) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant’s overhead and labor additive rate shall not exceed prime consultant’s rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT.
4. For work performed out of STATE provided facility, the CONSULTANT’S field office and labor additive rate of 157.70 percent (for Fiscal Year Ending 12-31-2017) shall be applied to the direct salary and wages. Field office Facilities Capital Cost of Money (FCCM) rate is 0.45 percent (for Fiscal Year Ending 12-31-2017) of the direct labor and

no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT.

(NOTE: For CONSULTANTS that have not provided an audited field office overhead rate, the billable field office rate shall be 105.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)

5. For work performed out of STATE provided facility, the CONSULTANT'S geotechnical office and labor additive rate of 0.00 percent shall be applied to the direct salary and wages. Geotechnical office Facilities Capital Cost of Money (FCCM) rate is 0.00 percent of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT. *(NOTE: For CONSULTANTS that have not provided an audited geotechnical office overhead rate, the billable geotechnical office rate shall be 125.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)*
6. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
7. The STATE's 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.

8. An annual Certified Labor Rate for all employees of the CONSULTANT which may perform work under this AGREEMENT shall be furnished to the STATE's Bureau of Finance and Audits, External Audit Section, the beginning of each fiscal year this AGREEMENT is in effect. This Certification must be sent by the end of first month of the CONSULTANT's new fiscal year. Any changes occurring during the CONSULTANT's fiscal year such as the addition of new employees, annual pay increase and/or promotions which may affect the AGREEMENT will require a new certification on the employee affected as they occur.
9. Any paid overtime shall require prior authorization from the Region Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly overtime rate will be 1.5 times the billable rate.
- b. Hours worked on holidays observed in the Region on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly rate will be one 1 times the billable rate.

b. The premium portion of overtime will be billed in accordance with the
CONSULTANT'S Indirect Cost Rate Calculation.

10. The maximum amount payable to the CONSULTANT for the work provided for under
this AGREEMENT shall not exceed Two Million and 00/100 Dollars (\$2,000,000.00).

SECTION 2

- A. Certified payroll reports for the personnel actively engaged on work included in this
AGREEMENT will be furnished with each payment request.
- B. Payments to the CONSULTANT shall be made not more often than monthly. Such payments
shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily
progress reports and such evidence of performance that the STATE may deem necessary. The
original invoice, signed in blue ink and notarized, shall be submitted by the CONSULTANT to
the appropriate Region/Bureau Office for review, approval and forwarding to the STATE's
Bureau of Finance and Audits, External Audit Section, located in Montgomery, Alabama for
payment.
- C. The CONSULTANT will correlate and coordinate the accounting of CONSULTANT to
comply with the current audit system of the STATE and applicable Federal Acquisition
Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and
labor costs charged to the project will be the actual rate of pay at the time work is performed
and will be subjected to audit by the STATE. Reviews and/or audits of the CONSULTANT's
records may be performed to verify actual labor costs, actual quantities and actual expenses
charged to this AGREEMENT as determined by the STATE's Bureau of Finance and Audits,
to correct any errors, omissions or misstatements. In addition, upon request by the STATE, the

CONSULTANT shall provide any and all personnel and/or employment records of the CONSULTANT's staff actually engaged in the performance of work.

SECTION 3

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

SECTION 4

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the STATE in effect at the time the work is performed.

ARTICLE V - MISCELLANEOUS PROVISIONS

Exhibits A, B, C, D, E, F, G, H, I, K, L, M, N, O, P, Q, R and S attached hereto, are made a part of this AGREEMENT 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 AGREEMENT.

By signing this contract, the contracting parties affirm, for the duration of the AGREEMENT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the AGREEMENT and shall be responsible for all damages resulting there from.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date of approval by the Legislative Contract Review Oversight Committee and the approval of the Governor of Alabama.

ATTEST:

THOMPSON ENGINEERING, INC.

By:

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT.

William F. Patty
Chief Counsel
Department of Transportation

RECOMMENDED FOR APPROVAL:

STATE OF ALABAMA
acting by and through its
DEPARTMENT OF
TRANSPORTATION

Clay P. McBrien, P.E.
State Office Engineer

John R. Cooper
Transportation Director

Don T. Arkle, P.E.
Chief Engineer

The within and foregoing instrument is hereby approved on this 24th
Day of July, 20 19.

Kay Ivey
GOVERNOR, STATE OF ALABAMA

Prepared By:
The Alabama Department of Transportation
Design Bureau-Contract Management Group
1409 Coliseum Boulevard
Montgomery, Alabama 36110
Office: (334)242-6842 or 6142 Fax: (334) 353-6513
Reference: Statewide/Contract ID#2353, Original

Reviewed by Contract
Review Committee
Contract # C9-012-0076

JUL 11 2019

Alabama Legislature
Megan Statom
Megan Statom, Clerk

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

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

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

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

EXHIBIT B

ENERGY CONSERVATION PLAN

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

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

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

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

EXHIBIT C

CHANGES OF WORK

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

DELAYS AND EXTENSIONS - TIME PERIOD OF AGREEMENT

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

EXHIBIT D

CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

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

EXHIBIT E

TERMINATION OR ABANDONMENT

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

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

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

EXHIBIT F
Page 1

RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

INSURANCE

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

GENERAL COMPLIANCE WITH LAWS

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

SUBLETTING, ASSIGNMENT, OR TRANSFER

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

AGENCY

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

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IMMIGRATION

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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Page 1

EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS

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

SOLICITING OF AGREEMENT

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

CONSULTANT'S RESPONSIBILITY

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

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

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

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

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

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

MAINTENANCE OF RECORDS

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

ACCESS TO RECORDS

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

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

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OWNERSHIP OF ENGINEERING DOCUMENTS

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

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EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

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

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

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

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

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

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

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume 1, Federal Acquisition Regulations, Parts 30 and 31. The CONSULTANT shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CONSULTANT shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

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

CONSULTANTS' CERTIFICATIONS

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

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

EXHIBIT I

FAILURE TO COMPLETE AGREEMENT WITHIN AGREED UPON TIME

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

EXHIBIT K
Page 1

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

a. **Primary Covered Transactions**

Instructions for Certification

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

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

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

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

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

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

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

EXHIBIT K
Page 2

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

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

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

Certification

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

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

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

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

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

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

b. Lower Tier Covered Transactions

Instructions for Certification

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

EXHIBIT K
Page 3

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

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

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

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

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

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

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

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

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Certification

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

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

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

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

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

EXHIBIT L

PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS

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

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

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

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

EXHIBIT O

PROGRAM FRAUD AND FALSE OR MISLEADING STATEMENTS OR RELATED ACTS

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

EXHIBIT P

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Thompson Engineering, Inc.

Project Number: N/A

Contract ID#: 2353 Supplemental Agreement #: 0

Date of Proposal Preparation (mm/dd/yyyy): N/A

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): N/A

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

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

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

*Signature: Suzanne Holston

*Name of Certifying Official (print): Suzanne Holston

*Title: CFO

Date of Certification (mm/dd/yyyy): 5/20/19

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

EXHIBIT Q

State Contract ID # 2353

Federal-Aid Project # N/A

State Alabama

CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____ and duly authorized
(title)
representative of the firm of THOMPSON ENGINEERING whose address is
2970 COTABLE HILL DR., and that neither I nor the above firm I here represent
MOBILE, AL 36606
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.

May 21, 2019
(Date)

[Signature]
(Signature)

EXHIBIT R

State Contract ID # 2353
Federal-Aid Project # N/A
State Alabama

CERTIFICATION OF DIRECTOR

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

- a. employ or retain, or agree to employ or retain, any firm or person, or,
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration 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)

John R. Cooper
(Signature)

EXHIBIT S

State Contract ID # 2353

Federal-Aid Project # N/A

State Alabama

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

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

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

*Signature: [Signature]

*Name of Certifying Official (print): John H Baker III

*Title: President & CEO

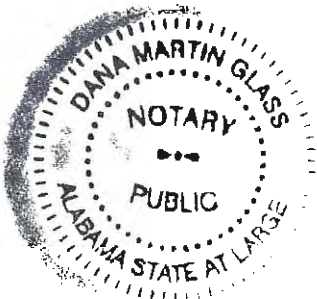
Date of Certification (mm/dd/yyyy): May 21, 2019

The above Certification was signed in my presence by the person whose name appears above on this 21 day of May, 2019.

Dana Martin Glass
Signature of Witness

Dana Martin Glass
Printed Name of Witness

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: 06/25/2022
BONDED THRU AMERICAN CONTRACTORS INDEMNITY COMPANY



State of ALABAMA)
County of MOBILE)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: 5/21/19

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

CONTRACT 2353 by and between
TRIMSON ENGINEERING (Contractor/Grantee) and
ALDOT (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of CEO with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

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

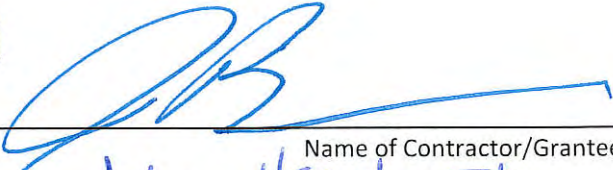
a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts,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

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

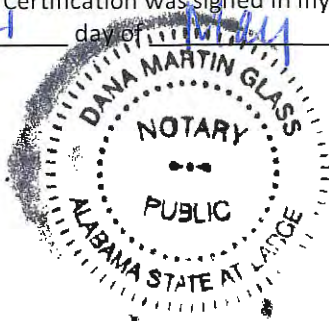
EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of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

- (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 21 day of May 2019.


Name of Contractor/Grantee/Recipient
By: John H. Baker III
Its President + CEO

The above Certification was signed in my presence by the person whose name appears above, on this 21 day of May 2019.



WITNESS:

Dana Martin Glass
Printed Name of Witness
Dana Martin Glass

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: 06/25/2022
BONDED THRU AMERICAN CONTRACTORS INDEMNITY COMPANY

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Thompson Engineering, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 135423

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Thompson Engineering, Inc.	
Name (Please Type or Print) DON BATES	Title
Signature Electronically Signed	Date 07/10/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/10/2008

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Thompson Engineering, Inc.
Company Facility Address	2970 COTTAGE HILL RD SUITE 190 MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630389605
North American Industry Classification Systems Code	541
Parent Company	THOMPSON HOLDINGS, INC.
Number of Employees	100 to 499
Number of Sites Verified for	17

Company ID Number: 135423

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	8 site(s)
FLORIDA	2 site(s)
GEORGIA	1 site(s)
MISSISSIPPI	3 site(s)
OKLAHOMA	1 site(s)
TENNESSEE	2 site(s)

Company ID Number: 135423

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	EDNA LUGO
Phone Number	(251) 378 - 6196
Fax Number	(251) 378 - 6164
Email Address	elugo@thompsonengineering.com

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

THOMPSON ENGINEERING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2970 COTTAGE HILL ROAD, SUITE 190

6 City, state, and ZIP code

MOBILE, AL 36606

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 3 - 0 3 8 9 6 0 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Len Smith - ASST. CONTROLLER

Date ► 6/19/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



thompson ENGINEERING

General Terms and Conditions

**EXHIBIT C
ALDOT MAN-DAY FEE ESTIMATE**

Alabama Department of Transportation

Project No.	HSIP-0219()
County	Baldwin
Description	FBE Roadside Safety Improvements - Curve Warning
Scope of Work	Install curve warning signs and markers
Project Length	8.50 Miles
Consultant	Thompson Engineering, Inc.

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	\$0
Field Surveys	\$0
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$6,598
Bridge Plans	\$0
GRAND TOTAL FEE	\$6,598

Combined overhead rate (%) >>>>>>>>>>>

Facilities Capital Cost of Money (if used) >>>>> 0.54

LABOR RATES

Classification	Daily Rate
Project Manager	\$611.56
Engineer	\$423.12
Environmental	\$0.00
Engineering Technician/CADD	\$230.92
Environmental Technician	\$0.00
Clerical	\$139.44
PLS	\$0.00
Survey Crew	\$0.00

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.


Signed

11-9-2020
Date

Senior Engineer

Alabama Department of Transportation

Project Number <u>HSIP-0219()</u>		CPMS # _____	
County <u>Baldwin</u>		_____	
Description <u>FBE Roadside Safety Improvements - Curve Warning</u>		_____	
Scope of work <u>Install curve warning signs and markers</u>		_____	
Length <u>8.50</u> miles		_____	
Consultant <u>Thompson Engineering, Inc.</u>			

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.10	0.10
INDEX SHEET	1.00	0.00	0.00	0.10	0.10
GEOMETRIC LAYOUT/SURVEY CONTROL	1.00	0.00	0.00	0.50	0.50
PROJECT NOTE SHEET (Project)	1.00	0.10	0.10	0.25	0.25
PROJECT NOTE SHEET (TCP)	1.00	0.00	0.00	0.10	0.10
PROJECT NOTE SHEET (Signage)	1.00	0.00	0.00	0.10	0.10
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	2.00	0.00	0.00	0.10	0.20
TYPICAL SECTIONS					
Main Roadway	1.00	0.10	0.10	0.50	0.50
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	1.00	0.10	0.10	0.10	0.10
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00
Signing	0.33	0.10	0.03	0.50	0.17
Base & Pavement	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.33	0.10	0.03	0.50	0.17
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.00	0.00	0.00	0.00	0.00
Removal Items	0.33	0.00	0.00	0.00	0.00
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

Alabama Department of Transportation

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	1.00	0.10	0.10	0.50	0.50
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.10	0.10	0.10	0.10
Summary & Items	1.00	0.10	0.10	0.10	0.10
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	0.00	0.00	0.00	0.00	0.00
Special Drawings	3.00	0.00	0.00	0.10	0.30
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	1.00	0.10	0.10	0.50	0.50
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

Alabama Department of Transportation

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	0.00	0.00	0.00	0.00	0.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase I)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase II)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase III)	0.00	0.00	0.00	0.00	0.00
CBMPP & NOI	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			0.00		0.00
Plan-in-Hand Inspection			0.00		0.00
PS&E Inspection			0.50		0.50
Cost Estimates			0.25		0.25
Design Hearing			0.00		0.00
SUB-TOTAL	17.99		1.61		4.54
10% Supervision			0.16		
TOTALS	17.99		1.61		4.54

Alabama Department of Transportation

Project No.	HSIP-0219()
County	Baldwin
Description	FBE Roadside Safety Improvements - Curve Warning
Scope of Work	Install curve warning signs and markers
Project Length	8.50 Miles
Consultant	Thompson Engineering, Inc.
Fee Proposal (Roadway Plans)	

PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.16	\$ 611.56	\$ 97.85
Engineer	1.61	\$ 423.12	\$ 681.22
Engineering Technician/CADD	4.54	\$ 230.92	\$ 1,048.38
Clerical	0.00	\$ 139.44	\$ -
Total Direct Labor			\$ 1,827.45
Combined Overhead (%)	206.07		\$ 3,765.83
Out-of-Pocket Expenses**			\$ 396.24
Sub-Total			\$ 5,989.52
Operating Margin (10%)			\$ 598.95
Sub-Total			\$ 6,588.47
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 6,588.47
Facilities Capital Cost of Money (% of Direct Labor)	0.54		\$ 9.87
TOTAL FEE			\$ 6,598.34

**See Grand Total Fee sheet

Alabama Department of Transportation

Project No.	HSIP-0219()
County	Baldwin
Description	FBE Roadside Safety Improvements - Curve Warning
Scope of Work	Install curve warning signs and markers
Project Length	8.50 Miles
Consultant	Thompson Engineering, Inc.

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Travel to ALDOT SW Region for Plan Review	1	120	\$0.575	\$ 69.00
	0	0	\$0.575	\$ -
	0	0	\$0.575	\$ -
	0	0	\$0.575	\$ -
Total Mileage Cost				\$ 69.00

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 69.00

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Half-Size Plans for Review	6	18	108	\$ 1.30	\$ 140.40
Final Construction Plans	2	18	36	\$ 5.19	\$ 186.84
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 327.24

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 396.24
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.