



**REQUEST FOR QUALIFICATIONS**

**BY**

**JEFFERSON COUNTY DEPARTMENT OF COMMUNITY SERVICES**

716 Richard Arrington Jr. Blvd N

Suite A-430

Birmingham, AL 35203

For

***QUALIFIED PROFESSIONAL ENGINEERING SERVICES***

**PROJECT TITLE: Rosedale Sidewalk Improvements  
(CD21-03L-M05-RSI)**

Jefferson County, Alabama

Date: November 18, 2022

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Jefferson County Alabama through the Department of Community Services has been awarded Federal Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) for the **Rosedale Sidewalk Improvements Project (CD21-03L-M05-RSI)**.

The County is seeking to contract with a competent engineer firm or individual licensed to perform engineer services within the state of Alabama that has experience with municipal/government and federally funded construction projects to include, but not be limited to, Community Development Block Grants.

Interested parties should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve the proposing entity from responsibility for estimating properly the difficulty or cost of successfully performing the work. The County will not assume responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract unless included in the Invitation for Proposal, the specifications, or related documents. The County will not be responsible for any costs incurred by proposers in preparing proposals. Proposers are held legally responsible for their proposals. Proposers are not to collaborate, for the purpose of restricting competition, with other applicants or competitors in developing proposals.

## **I. PROJECT DESCRIPTION**

The following is a description of the construction to be conducted: Construction of sidewalks along 26<sup>th</sup> Avenue South and Central Avenue South in the Rosedale Community, Homewood, AL 35209.

## **II. SCOPE OF WORK**

The Engineer agrees to provide all of the materials and services required by this Contract, in a complete and acceptable form, as customarily provided according to professional standards for completion of the Contract which shall include:

1. Peer Review and Design Transfer: As the engineer/architect on the project changed during the course of the work, the work shall be transferred to the new responsible professional, who upon peer review of the plan, must submit in writing that all prior reports and/or plans (specified by date and title) have been reviewed and work performed by the prior responsible professional, and that the professional concurs with the findings, conclusions and recommendations, and is satisfied with the work performed. The professional must state that the professional assumes all responsibility within this purview as of a specified date. All exceptions must be justified to the satisfaction of the County. Where clearly indicated that the firm, not the individual engineer/architect, is the contracting party, the designated engineer/architect may be reassigned and another engineer/architect within the firm may assume responsibility.
2. Attend pre-design meetings to further develop the project scope. Prepare schematic design and design development.
3. Provide all professional and basic services necessary to produce all preliminary design plans for review and make recommended changes or adjustments and prepare final design plans and specifications in accordance with all municipal, county, state, and federal codes and requirements. Consultant shall provide (5) copies of plans to Jefferson County Department of Community Services. Consultant shall design a project to fit the budget or resources allocated to project.
4. Provide all engineering and/or surveying as required.
5. Produce and provide the bid package and plans for distribution during the bidding

process. Submit three (3) sets to Jefferson County.

6. Respond to contractors' questions during the bid period.
7. Attend bid opening and read bids.
8. Submit Certified Bid Tabulation and letter of recommendation to the County.
9. Prepare construction contracts and documents for review and approval by the County prior to execution.
10. Attend pre-bid and pre-construction conference in Jefferson County.
11. Interpret plans and specifications for the contractor.
12. Provide observation and inspection of construction and submit reports to the County.
13. Review and make recommendations to the County concerning contractor progress payments.
14. Review and process contractor change orders if needed and submit to the County for approval.
15. Provide all necessary interim and final inspections of contractor's work.
16. Be available for advice and consultation to the County during the life of the contract and during construction.
17. Attend the final walk through with the County.
18. Prepare the necessary punch list and ensure completion of any punch list items.
19. Submit to the County close-out documents and warranty items from the contractor.
20. Prepare record drawings of construction and submit two (2) full sets to the County.
21. If required, attend meetings of the County Commission and/or municipality.

**III. PROPOSAL REQUIREMENTS** – This request for proposals is being released on November 18, 2022. The outside of the envelope shall be clearly marked:

**“PROPOSAL FOR ENGINEER SERVICES FOR JEFFERSON COUNTY, ALABAMA  
Rosedale Sidewalk Improvements Project (CD21-03L-M05-RSI)**

- A. Due to the requirements of this request, emailed or faxed qualifications/proposals will not be accepted. Late qualifications/proposals will not be considered.
- B. If applicable, the County will inform firms to be interviewed of the exact time and place

of the interview at a later date.

- C. **CONTENT OF PROPOSALS** – The following content will be evaluated and used as the basis for selecting firms to be interviewed and the final selection of an engineer firm/individual. Proposals shall be arranged in the following order and be organized for ease of understanding:

Submit one (1) original and two (2) copies of the following:

1. **Cover Letter**: a one page introduction including the assurance that minimum insurance requirements will be met and that the project site has been visited.
2. **Executive Summary**: a one or two page summary including:
  - a. Qualifications of the individual or firm.
  - b. Project manager and his/her experience.
  - c. Project timeline, specifically including when the team can start the project, project progress and a completion date. (The timeline of the successful proposal will be incorporated into the negotiated contract.)
3. **Statement of Qualifications**: describe the competence and experience of the firm or individual including:
  - a. Experience working with federally funded projects, particularly CDBG.
  - b. Contract/construction management experience to include federal contracts.
  - c. The proposal should clearly outline the project team members who will be involved in the project including the following information for each proposed team member:
    - i. Name
    - ii. Firm for which they work
    - iii. Job title for this project
    - iv. Specific duties assigned on this project
    - v. Recent experience with federally funded projects including Community Development Block Grant projects that begins with the individual's most recent projects and includes: project, location, size (cost and sq. ft.), year completed, the individual's job title or responsibilities, and firm (if different than current).
4. **Previous Experience**: containing:

A list of past clients, including local governments and similar projects. Information should include, at a minimum, the following in order to expedite reference checks during the scoring process:

  - a. Name of project and location
  - b. Owner/Client's name
  - c. Owner/Client's address
  - d. Contact name
  - e. Phone number
  - f. Contract award date
  - g. Contract completion date
  - h. Initial estimated dollar of amount of the project; final dollar amount of the project

## **5. Certifications**

- a. The remaining certifications are required and must be submitted with your proposal.
- b. All certifications must be original signatures by an appropriate officer of the firm, or in the event of a sole proprietor or partnership, by the proprietor or general partner.

Sealed proposals will be received in the Jefferson County Department of Community Services, 716 Richard Arrington Jr., Blvd. N., Suite A-430, Birmingham, AL 35203 before 5:00 p.m. Central Time on Thursday, December 1, 2022. Failure of the proposing entity to complete all of the required documents may result in rejection of the proposal. All proposals should be identified as "Sealed Proposal – Rosedale Sidewalk Improvements Project (CD21-03L-M05-RSI)"

## **IV. FEDERAL FUND USAGE**

Proposing entities are hereby notified that federal funds are being used in the construction of this project, and accordingly all construction contractors will be required to comply with all applicable federal laws, including but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by the Department of Labor regulations (29 CFR, Part 3). In addition, all wages paid for the construction phase of this activity must be in compliance with the Davis-Bacon wage rate determination for this project. The County will monitor for compliance with these regulations and Acts. The Engineer and all subcontractors shall comply with any federal, state and local EEO requirements where, and if applicable, to this project.

Correspondence, questions, and/or clarifications of the proposal procedure should be directed to: ShaDel Nix Williams, Jefferson County Department of Community Services, 716 Richard Arrington Jr Blvd. N., Suite A-430, Birmingham, AL 35203, phone number (205) 325-5571, fax (205) 325-5095, e-mail: [nixs@jccal.org](mailto:nixs@jccal.org)

## **V. SELECTION PROCESS**

1. Following a review of the proposals by the Grants Administrator, the proposals shall be further transmitted to the Selection Committee.
2. The Selection Committee may invite two or more proposing entities to attend an interview at which time they will be contacted to schedule a time and location for the interview.
3. The Selection Committee will evaluate and rank firms accordingly.
4. Final rankings will be forwarded to the Director of Community Services for consideration.
5. The firm/individual selected will be asked to negotiate a final scope of work and price, and to develop a contract. Should negotiations fail to result in the development of a contract, the next highest-ranking firm/individual will be offered the opportunity to continue the process. This method may continue until an agreement is reached and a contract negotiated.

6. The final contract must be approved by the Jefferson County Commission.
7. The cost incurred by proposing entities in preparing the proposal or incurred in any manner in responding to the document, may not be charged to Jefferson County.
8. All proposing entities will be notified of the results within thirty (30) days after the close of the request for proposal period.

## **VI. PROTEST PROCEDURE**

Proposal protests shall be submitted in writing to:

Dr. Frederick L. Hamilton, Director  
Jefferson County Department of Community Services  
716 Richard Arrington Jr. Blvd. N., Suite A-430  
Birmingham, AL 35203

Written protests must be submitted within 72 hours of notification of award. Protests must contain at a minimum, the name, address and telephone number of the protester; the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within 15 business days of receipt, and after consultation with legal counsel, HUD, or others, Jefferson County will respond to the protest. Jefferson County reserves the right to reject any or all proposals; to waive irregularities of information in any proposal; to re-advertise the request for proposals; and/or to take any steps determined prudent in order to resolve the protest.

**Jefferson County, Alabama**  
**Request for Proposals for Engineer Services**  
**Rosedale Sidewalk Improvements Project (CD21-03L-M05-RSI)**

**ENGINEER EVALUATION CRITERIA**

The Selection Committee will screen and rank all proposals. Interviews may be conducted as part of the ranking process. Proposals received in reply to this request will be evaluated using the following criteria and scored based on a maximum of 120 points. Price will not be a part of the Selection Committee's selection criteria in the procurement of engineer services; rather, qualifications will be evaluated, and the most qualified competitor will be selected, subject to negotiations of fair and reasonable compensation.

<b>Qualifications</b>	<b>Total Points</b>
1. Cover letter addressing understanding of CDBG & ADA	20
2. Executive Summary	20
3. Statement of Qualifications	20
4. Previous Experience with Sidewalk Projects	20
5. Previous Experience with CDBG/ADA	20
6. Certifications	20
<b>Total</b>	<b>120</b>

**VII. TERMS**

- A. **Legal Compliance:** Work performed, and plans produced shall comply with all state, environmental, statutory, legal process, OSHA, Davis Bacon and the Fair Labor Standards Act.
- B. **Acceptance of Proposal:** The County reserves the right to reject any and all proposals and to waive informalities, if, at its discretion, the interests of the county will be best served thereby.
- a. The County reserves the right to negotiate the specified dollar amount, or any portion of that amount. The County reserves the right to negotiate contract changes following the award.
- b. If there is any conflict between these documents and the proposal, these documents shall control.
- c. The County reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The County reserves the right to stop the project if it is in the best interest of the County.
- d. No proposer shall have a right to make a claim against the County in the event the County accepts a proposal or does not accept any proposals.
- C. **Validity of Proposals:** Proposals must be valid for at least 60 days.
- D. **Insurance:** The Contract shall be effective only upon approval by the County of acceptable evidence of insurance required below, issued by insurers admitted within the



State of Alabama. Such insurance shall be in force on the date of execution of this Contract and shall remain continuously in force for the duration of the Contract. The Engineer shall provide evidence of workers' compensation insurance covering its employees, and evidence of general liability insurance naming the County, its officers and employees as additional insureds under the policy, as follows:

- a. Workers' Compensation insurance that meets the statutory obligations.
  - b. Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products – completed operations, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$5,000 medical expense any one person. The policy shall be on an occurrence basis, shall include contractual liability coverage and the County shall be named an additional insured. This coverage shall be maintained for one year after final completion and acceptance of the Project by the City.
- E. **Addenda to RFP:** Any changes, additions or clarifications to the RFP will be made by written Proposal addenda.
- a. Such addenda will be sent to all proposers receiving the original RFP and will become part of the Proposal package, having the same binding effect as provisions of the original proposal.
  - b. All addenda, amendments and interpretations of this solicitation shall be in writing. The County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses. All contact that a proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County, and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing proposal responses.
  - c. The County does not assume responsibility for receipt of any addendum sent to proposers.
  - d. A copy of all addenda issued must be signed and returned with your proposal.
- F. **Contract and Conditions:** The selected firm or individual will be required to enter into a contract with the County. A draft copy of the proposed contract is attached. The proposal should indicate if your firm has any problems with the draft contract language. Additional contract conditions may be required, depending upon the nature and extent of the services to be provided. The County reserves the right to negotiate a change or modification to any of the proposed contractual conditions.

## **VIII. MBE/WBE PARTICIPATION**

Where possible, engineering firms are encouraged to utilize the skills and services of minority businesses in the fulfillment of the contractual responsibilities pertaining to this project.

Jefferson County, in carrying out projects as authorized under the Housing and Community Development Act of 1974, is required under 135 of Title 24, Housing and Urban Development Act of 1968, to take affirmative action to assure that employable persons and businesses in our project area (Jefferson County) are utilized to the greatest extent feasible with particular emphasis being placed upon the hiring of women and minorities as both employees and, where applicable, subcontractors. Jefferson County is sincere in its effort to ensure that both the letter and intent of the regulations are complied with and Jefferson County will monitor your firm's efforts in this particular area, should your firm be selected.

## **IX. ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION**

**08-4**

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

### **PURPOSE**

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

### **I. PROCEDURE**

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. In the event of the Contractor's non-compliance with the equal

employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

3. The Contractor will include the provisions of paragraph (1) in every subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County.

### **CODE OF CONDUCT**

The ENGINEER covenants that no person who presently exercises any functions or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this Project. The ENGINEER further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The ENGINEER further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the ENGINEER or its employees must be disclosed to the OWNER. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low- and moderate-income residents of the area.

The ENGINEER further agrees that none of the employees or officers of the firm shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.

## **SCOPE OF WORK**

An engineering firm is necessary for the design plans and specifications necessary for the construction of sidewalks along 26<sup>th</sup> Avenue South and Central Avenue South in the Rosedale Community, Homewood, Alabama, Jefferson County. The budget for construction is \$144,170.

Address: 26<sup>th</sup> Avenue South & Central Avenue

The final scope will be determined after the engineer has been secured.

Contact Person: Mayor Patrick McCulley 205-332-6103

Location map is attached.

**APPENDIX A**  
**LOCATION MAPS**



## **APPENDIX B**

### **AGREEMENT FOR PROVISION OF ENGINEERING SERVICES Rosedale Sidewalk Improvements Project (CD21-03L-M05-RSI)**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_, \_\_\_\_\_, by and between Jefferson County, Alabama, which will be represented by its Department of Community Services, hereinafter referred to as the OWNER, and \_\_\_\_\_, hereinafter referred to as the ENGINEER, for the Engineering Services related to the **Rosedale Sidewalk Improvements Project (CD21-03L-M05-RSI)** in Homewood, Jefferson County, Alabama, more completely described as follows:

#### **PART A: ENGINEERING SERVICES**

##### **I. (A) ENGINEERING DESIGN SERVICES**

The ENGINEER, prepare detailed plans and specifications, submit those documents for approval of construction of the improvements listed in Part I. (C) - Scope of Improvements. Modifications to the scope will be allowed if agreed to in writing by both parties. In performing the work under this Agreement, the ENGINEER will provide the following engineering design services:

- (1) The ENGINEER will attend conferences with the OWNER and representatives of the Department of Community Services, and other interested parties.
- (2) The ENGINEER will perform design surveys, make preliminary recommendations, accomplish the detailed design of the projects, prepare detailed plans, specifications and contract documents, and make a final cost estimate based on the final design for each phase and the total system of required improvements. Design surveys, as used in this section are understood to be limited to those required to perform the design and to prepare the detailed plans and specifications.
- (3) The contract documents mentioned under Paragraph (2) above shall include: A. (Furnished by the OWNER), the notice to bidders, instructions to bidders, contract agreement form, general conditions, and payment and performance bonds, and special conditions covering federal regulatory requirements; and B. (Furnished by the ENGINEER) bidding proposal forms, technical specifications, and plans. All of these documents shall be subject to approval of OWNER.
- (4) Prior to the completion date of this contract the ENGINEER will provide 2 copies of detailed plans and 6 copies of the specifications, and contract documents for use of the OWNER. The cost of such plans, specifications, and contract documents, shall be included in the basic compensation paid to the ENGINEER. The OWNER agrees to promptly review these documents and return with needed revisions within thirty (30) working days of receipt. The ENGINEER should anticipate that some revisions will be necessary and make the initial submission at such a time to allow for such, and still meet the contract deadlines specified herein.
- (5) The ENGINEER agrees to notify, provide plans to, and coordinate the designs of the



proposed improvements with all utility companies which may be affected by the project.

- (6) The ENGINEER will furnish additional copies of plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies. Prior to the advertisement of bids, the ENGINEER will furnish the OWNER three (3) copies of the plans, specifications and contract documents. Upon award of contracts, the ENGINEER will furnish to the OWNER five (5) sets of the specifications and contract documents, for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER.
- (7) The plans prepared by the ENGINEER under the provisions of Part I. (A), Paragraph (2) above shall be in sufficient detail as specified in Part 1. (D) Outline of Design Services, so as to permit the actual locations of the proposed improvements on the ground. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the OWNER.
- (8) For each individual parcel of land to be acquired for the purpose of an easement or right-of-way, the ENGINEER shall furnish to the OWNER, without any additional compensation, three (3) copies of a certified map showing the boundaries of the needed construction easement, permanent easement or right-of-way, the land to be acquired and the land remaining after the taking (with respective area), a legal description of the construction easement, permanent easement or right-of-way, and the name and address of the property owner involved. The ENGINEER will perform a review of tax maps, an investigation of deed records and office calculations and drawings to provide the OWNER with easement forms and/or right-of-way deeds, complete and ready for execution and recording by the OWNER and affected property owners. The negotiations for signatures will be accomplished by the OWNER.

Such legal descriptions mentioned above shall be written with due professional care and shall contain the following characteristics:

- (a) Abutting parcels of land shall be described in reference to the same point or line.
  - (b) If the parcel is tied to an existing subdivision, information shall be provided showing the subdivision tied to a Government survey, if available.
  - (c) Any point of reference used to describe a parcel of land shall physically exist.
- (9) The ENGINEER will assist with the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations.
  - (10) The ENGINEER will attend the pre-construction conference.

#### I.(B) OBLIGATIONS OF THE OWNER

- (1) The OWNER, and its employees, will cooperate with the ENGINEER in providing



access to records, maps, public and private lands, and prior studies or reports applicable to the project.

- (2) The OWNER will meet with the ENGINEER during the design of the work to hear a progress report, and upon completion of the work, to accept the completed work.
- (3) The OWNER will provide reasonable assistance in locating and uncovering existing utilities.
- (4) The OWNER will give thorough consideration to all reports, sketches, estimates, drawings, proposals, and other documents presented by the ENGINEER and shall inform the ENGINEER of all decisions with a reasonable time so as not to delay the work of the ENGINEER.
- (5) The OWNER will secure signatures of the affected property owners, including related negotiations on any easements, provided by the ENGINEER.

#### I. (C) SCOPE OF IMPROVEMENTS

Capital Improvements: Construct sidewalks construction of sidewalks along 26<sup>th</sup> Avenue South and Central Avenue South, Homewood, Alabama, Jefferson County.

The ENGINEER will provide the engineering design services required for the **Rosedale Sidewalk Improvements Project (CD21-03L-M05-RSI)**

#### I. (D) OUTLINE OF DESIGN SERVICES

The OWNER has generally defined the nature and extent of the improvements to be accomplished by the ENGINEER in Part I. (C) Scope of Improvements. In order to develop a set of construction plans and right-of-way descriptions acceptable to the OWNER, the ENGINEER must use the Jefferson County standard construction specifications, including the following check list (where applicable):

##### 1. Plan

- (A) Provide topography information within 25 feet either side of center line and location with finish floor elevation of all houses.
- (B) All proposed improvements should be clearly noted. The approximate line of cut or fill (construction limits) should be plotted.
- (C) All existing property lines, easements and right-of-ways should be plotted. Section information, including a tie to center line, should be included. All property owners are to be identified to their respective tracts of land. All proposed right-of-way and easement acquisitions should be clearly noted and dimensioned in relation to center line. Closure data is to be presented with 1:5000 minimum accuracy. Any irons found should be plotted and noted. Plot all sections and quarter lines within the project area.
- (D) Drainage Structures
  - (a) Inlet and outlet elevations listed

- (b) Direction of flow indicated
- (c) Type and size of existing and proposed structures
- (d) Pipe section or meander line with profile (where applicable)
- (e) Drainage area should be calculated and shown by drainage structures
- (f) High water elevation should be listed and plotted
- (g) Note any required tail-ditching

## 2. Profile

- (A) A profile of existing and proposed grades is essential. If a special ditch is required, a profile of its proposed grade and a typical section is also to be included. Percent of grade for all finished grades should be shown on the profile.
- (B) A complete set of cross-sections needs to be included, showing existing and proposed grades, and slope ratios.
- (C) Proposed manholes are to be shown on the profile with flow line elevations listed.
- (D) All utilities should be spotted on the plan and profile, including overhead lines crossing centerline, where applicable.

## 3. Supplemental Information

- (A) The title sheet should include a map of the project area, showing its exact location, and an index of all sheets included in the plan.
- (B) A list of nomenclature adopted by Jefferson County will be used on the plan sheets. Any unconventional or questionable symbols need to be noted, however. (The OWNER will provide the ENGINEER with a nomenclature list as well as project location maps.)
- (C) There are to be detailed drawings of all proposed structures.
- (D) There is to be a summary of quantities or bill of materials.
- (E) A traffic control plan is to be included.
- (F) There should be a north indicator and scale denoted on both the plan and profile.

## 4. Bid Documents

The ENGINEER shall prepare preliminary cost estimates of the proposed improvements and shall assist the County in the bidding phase of the project. This work shall include:

- (A) Detailed construction quantities and unit price evaluations.
- (B) A reading of the bids.
- (C) Review of bids received, certified bid tabulation, and recommendations on award of

a contract.

#### **I. (E) TIME FOR COMPLETION AND COMPENSATION**

- (1) The ENGINEER will commence work on the date of the Notice to Proceed issued by the OWNER after execution of this Agreement. Completion of all work specified in Part I(A), Paragraphs 1-8 and Part I(C), shall be within 120 calendar days from the date of the Notice to Proceed. The obligations of the ENGINEER shall be completed at such time as the OWNER takes bids, the ENGINEER tabulates said bids and makes a recommendation to the OWNER, and all requirements of the ENGINEER set out herein are met.
- (2) The OWNER shall compensate the ENGINEER a lump sum fee of \_\_\_\_\_ and **00/100 Dollars (\$ \_\_\_\_\_)** for the Engineering Design Services specified herein. The fee shall be payable monthly as partial payments, based on invoices supporting the percent complete and the payment claimed, to a maximum of 95% upon submission of Bid Documents. The remaining 5% of the fee shall be payable upon completion of all obligations of the ENGINEER under this Agreement. If the OWNER does not make an award of the contract within a reasonable time after the opening of the bids or if the OWNER is unable to advertise for bids within thirty (30) calendar days of the ENGINEER's completion of the requirements of Part I (A), Paragraph 1-8 and Part I(C), then a portion is mutually agreed upon in writing by both parties. In the event the OWNER chooses not to take bids, then any remaining funds due to the ENGINEER under this contract may be paid upon agreement by the OWNER. Requests for payment shall be submitted on forms required by, and furnished by the OWNER. Said requests shall anticipate twenty (20) days for processing.

#### **II. (A) CONSTRUCTION OBSERVATION AND RESIDENT INSPECTION**

The ENGINEER will perform certain services for the OWNER during construction in accordance with the following statement of Basic Services:

##### **SCOPE OF WORK**

- (1) The ENGINEER will review and approve any necessary shop and work drawings furnished by the contractor(s).
- (2) The ENGINEER will interpret the intent of the plans and specifications so as to protect the OWNER against defects and deficiencies in construction on the part of any contractor(s). It is understood that the ENGINEER does not, in any circumstance, guarantee the performance of any contractor(s).
- (3) The ENGINEER will provide horizontal and vertical control for all structures in

the form of benchmarks or reference points to be used by the contractor(s) in staking the construction site.

- (4) The ENGINEER will provide full-time engineering inspection of the contractor(s) work from the date of Notice to Proceed with the construction contract through the 120 calendar days of construction time. It is understood and agreed that the ENGINEER'S fee for construction observation and resident inspection is based upon the aforementioned time limit. In the event the OWNER desires to extend the construction past the 120 calendar days, then any extensions of this contract for engineering services shall be at the option of the OWNER, and further, the fee for such extensions shall be subject to renegotiation.

The ENGINEER does not guarantee the performance of the contractor(s) by any detailed construction inspection made by the ENGINEER. The ENGINEER'S commitment hereunder does not relieve and shall not relieve the contractor(s) of its (their) obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner, and shall not make the ENGINEER an insurer of the contractor(s)' performance, and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. It is understood that the ENGINEER does not assume any duties or responsibilities to anyone to ensure that the contractor(s) or the contractor(s)' employees are provided with a safe place to work.

- (5) The ENGINEER will cooperate and work closely with funding agencies involved in this project.
- (6) The ENGINEER will review and approve estimates for progress and final payments which the contractor(s) is required to submit to the ENGINEER.
- (7) The ENGINEER will make final inspection of all construction and provide a written certification of its final inspection to the OWNER and any funding agency as required.
- (8) The ENGINEER will remind the contractor(s) to prepare notices and advertisement of final payments as required by State statutes but does not assume the responsibility for ensuring the publication of same.
- (9) The ENGINEER will be available to furnish engineering services and consultations necessary to correct all defective project operating difficulties for a period of one (1) year after the date of final inspection and acceptance of the facility by the OWNER. Such consultation and service shall be furnished without additional charge; if found to be related to a design deficiency.
- (10) The ENGINEER further agrees to obtain and maintain at their own expense Public Liability and Property Damage insurance in the amount specified in Part II, item 9 (Responsibility for Claims and Liability). This policy shall specifically cover general liability as well as motor vehicle liability.
- (11) Upon acceptance of the completed project by the OWNER, the ENGINEER shall provide the OWNER with three (3) sets of As-Built Drawings.

## OBLIGATIONS OF THE OWNER

- (1) The OWNER shall promptly give thorough consideration to all reports, sketches, estimates, drawings, proposals and other documents presented to it by the ENGINEER and shall inform the ENGINEER of all decisions promptly so as not to delay the work of the ENGINEER.
- (2) The OWNER will secure all necessary rights-of-way and easements and will be responsible for all negotiations with affected property owners.
- (3) The OWNER shall cause its attorney to prepare necessary legal documents and the OWNER will hold any and all public hearings and meetings related to the project.
- (4) The OWNER will pay compensation to the ENGINEER for construction engineering and resident inspection on a full-time basis during the construction period based on percentage ratios identical to those approved for payment by the ENGINEER for work performed by the contractor in the construction of the improvement. The total compensation to be paid the ENGINEER by the OWNER shall not exceed \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) for all services performed under this Agreement. Partial payments shall be due within twenty (20) days after submission of an invoice by the ENGINEER to the OWNER. Final payment of all sums, including retainage due the ENGINEER shall be payable upon final acceptance of the project by the OWNER, and submission of a satisfactory request for payment by the ENGINEER.
- (5) Retainage and Final Billing: An amount not to exceed five percent (5%) shall be retained by the OWNER from each periodic billing paid to the ENGINEER. Final billing paid to said retainage shall be made by the ENGINEER and paid as stated in paragraph (4) above.

### III. (A) TOTAL COMPENSATION

Phase I Environmental	_____ %	\$ _____
Schematic Design Phase	_____ %	\$ _____
Design Development Phase	_____ %	\$ _____
Construction Documents Phase	_____ %	\$ _____
Bidding or Negotiation Phase	_____ %	\$ _____
Additional Services (Geotechnical)		\$ _____
Observation & Inspection		\$ _____
<b>Total</b>		\$ _____

### III. (B) SCHEDULE FOR COMPLETION

Phase I Environmental Assessment	_____ days
Schematic Design/Design Development	_____ days

Owner Review and Approval	___ days
Construction Services	___ days
Bidding/Bid Review/Construction Contract Execution	___ days
Construction	___ days
<b>Total Project Schedule</b>	<b>___ days</b>

## PART B GENERAL TERMS AND CONDITIONS

(1) Compliance with Section 3 of the Housing and Urban Development Act of 1968.

Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all Contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- (a) The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Agreement agree to comply with HUD'S regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The ENGINEER agrees to send to each labor organization or representative of workers with which the ENGINEER has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the ENGINEER'S commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The ENGINEER agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The ENGINEER will not subcontract with any subcontractor where the ENGINEER has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The ENGINEER will certify that any vacant employment positions, including

training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 79b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## (2) Discrimination Prohibited

- (a) No person in the United States shall, on the ground of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity made possible by or resulting from this Agreement. The ENGINEER and each employer will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964. Should any real property or structure thereon be provided or improved with the aid of Federal financial assistance extended to the ENGINEER, this paragraph shall be binding for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
- (b) The ENGINEER shall maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from activities funded under this Agreement.
- (c) The ENGINEER certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

## (3) Equal Employment Opportunity

This Agreement is subject to the Equal Opportunity provisions of law, specifically Executive Order 11246 of September 24, 1965, and rules and regulations issued pursuant thereto at 24 CFR 7 and 24 CFR 570904, which are incorporated by reference.

## (4) Retention of Records

- (a) All records maintained by the ENGINEER that pertain to this Agreement shall be retained by the ENGINEER for a period of three years from the date of the final expenditure report or such longer period as the OWNER or the U.S. Department of Housing and Urban Development may require in specific cases.
- (b) The ENGINEER, at such times as the OWNER may require, shall furnish such statements, records, data and information, as may be required pertaining to matters covered by this Agreement.
- (c) At any time during normal business hours and as often as the OWNER, HUD, the Comptroller General of the United States, or any of their duly authorized representatives deem necessary, shall have access to all accounts, records, reports, files and other papers or property of the ENGINEER pertaining to funds provided under this Agreement for the purpose of making surveys, inspections, audits, examinations, excerpts, and transcripts.

(5) Assignment

The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether assignments or novation), without the prior written consent of the OWNER thereto.

(6) Ineligible Costs

In addition to any costs that are ineligible under other criteria included herein the following costs are specifically ineligible:

- (a) Bad Debts: Any losses arising from uncollectible accounts and other claims, and related costs.
- (b) Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events.
- (c) Contributions and Donations
- (d) Entertainment: Costs of amusements, social activities and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.
- (e) Fines and Penalties: Costs resulting from violations of or failure to comply with Federal, State and local laws and regulations.
- (f) Interest and Other Financial Costs: Interest on borrowing (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid connection therewith.
- (g) Legislative Expenses: Salaries and other expenses of local governmental bodies such as county supervisor, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction.



- (h) Membership Expenses: Cost of membership in an organization which devotes a substantial part of its activities to influencing legislation.
- (i) Travel: Costs in excess of those allowed by the County for its equivalent employees. In any case, the difference in cost between first-class air accommodations and less than first-class air accommodations is not allowed except when less than first-class air accommodations are not available and is so documented.
- (j) Meeting Attendance: Costs of attending meetings which are not open for attendance on a non-segregated basis.

(7) Regulations Pursuant to so-called "Anti-Kickback Act"

The ENGINEER shall comply with the applicable regulations herein incorporated by reference, of the Secretary of labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by Subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

(8) Estimates

The ENGINEER has no control over the cost of labor and materials, or other competitive bidding and market conditions, and the estimates of construction costs provided for herein are made on the basis of their experience and qualifications. The ENGINEER does not guarantee the accuracy of such estimates as compared to a Contractor's bids or the actual project construction costs.

(9) Responsibility for Claims and Liability

The ENGINEER shall be responsible for all damage to life and property due to activities of the ENGINEER, his subcontractors, agents or employees, in connection with their service under this Agreement. The ENGINEER specifically agrees that his subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood that the ENGINEER shall indemnify and save harmless the County. Its elected officials and its employees from claims, suit action, damage and cost of every name and description resulting from the performance of the services of the ENGINEER under this Agreement, and such indemnity shall not be limited by reason of any insurance coverage provided. Public liability and property damage insurance in the amount of not less than \$200,000/\$200,000 (general aggregate) shall be carried by the ENGINEER in a policy or policies, which shall specifically cover general liability as well as motor vehicle liability, without expense to the County.

(10) Liquidated Damages

Should the work under this Agreement to be performed by the ENGINEER not be fully completed within the time specified, it is understood and agreed that, if said delay is the fault of the ENGINEER liquidated damages will be computed at the rate of One Hundred Dollars (\$100.00) per day for each additional day required to fully complete the work, beginning from the specified date of completion and extending to the date of final acceptance of work. It is understood and agreed that the ENGINEER will not be responsible or liable for liquidated damages if the delay results from any acts of God or strikes over which the ENGINEER has no control. It is understood and agreed that the sum to be deducted as liquidated damages is not a penalty, but money due to reimburse the OWNER for the extra cost and expense caused by the ENGINEER'S delay in completion of the work. It is also understood and agreed that, in the event the work should be completed in advance of the completion date specified, the ENGINEER will make no claim for extra payment.

(11) Personnel

(a) The ENGINEER represents that he has or will secure at his own expense all personnel required to perform the service under this Agreement. Such personnel may not be employees of the OWNER.

(b) All of the service required hereunder shall be performed by the ENGINEER or under his supervision, and all personnel engaged in the work must be fully qualified, must be acceptable to the OWNER, and must be authorized or permitted under State and local law to perform such services.

(12) Coordination

The ENGINEER agrees to coordinate with any planning consultant currently employed by the OWNER in the area of the project covered by this Agreement. Said consultant shall be working for the OWNER to formulate an overall neighborhood revitalization strategy for the respective municipality or unincorporated community. Required coordination shall include an initial meeting at the start of work and periodic consultations during preparation of engineering plans and shall be coordinated and scheduled by the OWNER.

(13) Prohibition Against Payments of Bonus or Commission

Funds provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining from the OWNER or the U.S. Department of Housing and Urban Development of this or future contracts or any other approval or concurrence of said agencies that may be required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or the Department regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as contract costs.

(14) Interest of ENGINEER and Employees

The ENGINEER covenants that no person who presently exercises any functions or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this Project. The ENGINEER further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The ENGINEER further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the ENGINEER or its employees must be disclosed to the OWNER. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low-income residents of the area.

The ENGINEER further agrees that none of the employees of offices of the ENGINEER shall solicit or accept gratuities, favors, and anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.

(15) Subcontract Approval

The ENGINEER shall submit to the OWNER for the OWNER'S review and approval all subcontracts which the ENGINEER may desire to let for the performance of any of the work set forth and required by this Agreement. The OWNER shall have the right to approve or disapprove of said contracts or proposed Subcontractor(s) where the OWNER deems that they are not in compliance with the intent of the provisions made by this Agreement or other program policies, regulations, guidelines and requirements. The ENGINEER agrees to submit said subcontracts to the OWNER prior to the execution of any such subcontract document and shall provide on said contract an appropriate place for the OWNER'S acknowledgement of its approval.

(16) Amendments

This is the entire Agreement between the parties, and no alterations, changes or additions thereto shall be made, except in writing approved by all of the parties. The OWNER may, however from time to time, require changes in the scope of the services to be performed by the ENGINEER under this Agreement. Such changes shall be submitted to the ENGINEER in writing and approved by the ENGINEER and the OWNER. All such changes requiring an increase or decrease in the ENGINEER'S compensation shall be in writing and mutually agreed upon between the OWNER and the ENGINEER, and same shall be incorporated into the written amendments to this Agreement.

(17) Copyrights

If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or

otherwise use and authorize the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.

(18) Discovery or Invention

Any discovery or invention arising out of or developed in the course of work aided by the agreement shall be promptly and fully reported to the commission and if applicable, to the administrator of the federal grantor agency for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including right under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

(19) Energy Efficiency

The professional consultant shall know and follow the mandatory standards and policies relating to energy efficiency which are contained in the State of Alabama's Energy Conservation Plan and Conservation Act (Pub. L. 94-163).

(20) Termination of Agreement for Cause

If through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner their obligations under this Agreement or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the OWNER shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the ENGINEER of such termination or suspension immediately. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Agreement shall, at the option of the OWNER become its property; and the ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Agreement by the ENGINEER and the OWNER may withhold any payments to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the OWNER from the ENGINEER is determined.

(21) Termination of Agreement for Convenience

Upon seven days written notice to ENGINEER, OWNER may without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement immediately. In such case, ENGINEER shall be paid (without duplication of any items):

For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection

with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

For reasonable expenses directly attributable to termination, ENGINEER shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

(22) Independent Contractor: The ENGINEER acknowledges and understands that the performance of this contract is as an independent contractor and as such, the ENGINEER is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this agreement.

(23) Miscellaneous Requirements: Upon execution of this contract, the ENGINEER shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

(24) Governing Law: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. This interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

(25) Liability: The ENGINEER shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The ENGINEER will indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the ENGINEER, its agents, subcontractors or employees under this Contract.

(26) Insurance: ENGINEER will maintain such insurance as will protect him and the County from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date.

(27) County Funds Paid: ENGINEER and the ENGINEER representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any

nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination the ENGINEER shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

- (28) Conflict of Interest: During the term of this Agreement, the ENGINEER agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the COUNTY to such representation as evidenced by an amendment to this Agreement approved by the Commission.

(29) ADMINISTRATIVE ORDER OF THE JEFFERSON COUNTY COMMISSION 08-4

PURSUANT to the authority vested in the Jefferson County Commission by law, the following Administrative Order is hereby issued:

PURPOSE

To give notice to potential contractors that Jefferson County is an equal opportunity employer in accordance with Title VII, Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and amendments, and it is the policy of Jefferson County to require contractors, vendors and suppliers (hereinafter "Contractor") providing goods and services to the County to afford equal opportunity for employment to all individuals regardless of race, color, sex, age, religion, national origin, disability or veteran status.

I. PROCEDURE

The clause set forth below which requires Contractor compliance with federal law shall be incorporated in each bid or offer to do business with the County and in all contracts and subcontracts with the County as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981, 1983, 1986 and all amendments thereto relative to discriminatory employment practices. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.
3. The Contractor will include the provisions of paragraph (1) in every

subcontract or purchase order.

4. The Contractor shall certify to the County its compliance with this policy prior to receipt of any contract or business with the County. (Form attached.)

(30) Statement of Compliance with Alabama Code Section 31-13-9

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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly-authorized officials, this agreement on the date first written above.

**JEFFERSON COUNTY, ALABAMA**

**Attest:**

\_\_\_\_\_  
**Minute Clerk  
Jefferson County Commission**

**BY:** \_\_\_\_\_  
**James A. Stephens, President  
Jefferson County Commission**  
**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_

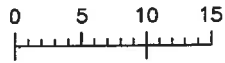
**Engineer**

\_\_\_\_\_  
**President**

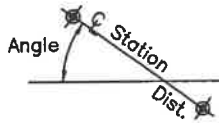
**DUNS Number:** \_\_\_\_\_

# SURVEY

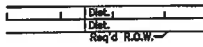
## PROPOSED



CENTER LINE SURVEY LOCATION



LAND TIE (CENTER LINE P.O.T. STA., ANGLE TO CENTER LINE FROM LAND LINE, AND DISTANCE TO CORNER NOTED)



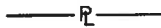
RIGHT OF WAY (TYPE NOTED—ACQ'D, REQ'D, ETC.)



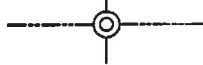
EASEMENT (NOTED)



PROPERTY IRON (SIZE AND TYPE NOTED)



PROPERTY LINE



SECTION CORNER or  $\frac{1}{4}$  SECTION CORNER IRON (SIZE, TYPE, AND DESCRIPTION NOTED)



$\frac{1}{4}$  OR  $\frac{1}{4}-\frac{1}{4}$  SECTION LINE



SECTION LINE



RIGHT OF WAY MONUMENTS (NOTED FOR EXISTING)



CONSTRUCTION LIMITS













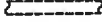
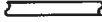















HORIZONTAL CURVE (P.C., P.I., P.T. STATIONS, LENGTH, TANGENT, RADIUS, CENTRAL ANGLE, AND DEGREE OF CURVE NOTED.)



VERTICAL CURVE (V.P.C., V.P.I., V.P.T. STATIONS, ELEVATION OF V.P.I., LENGTH, AND % GRADE ON TANGENTS)

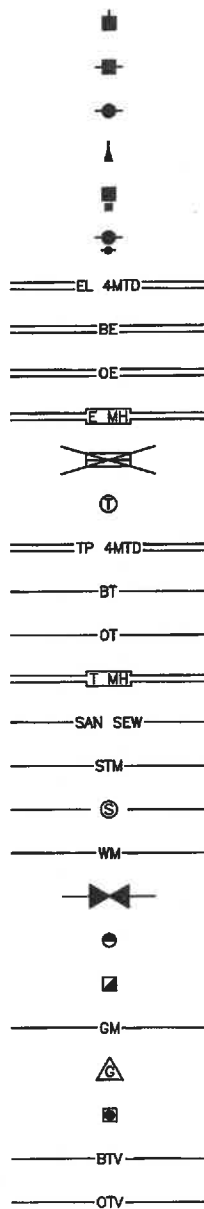


# TOPO

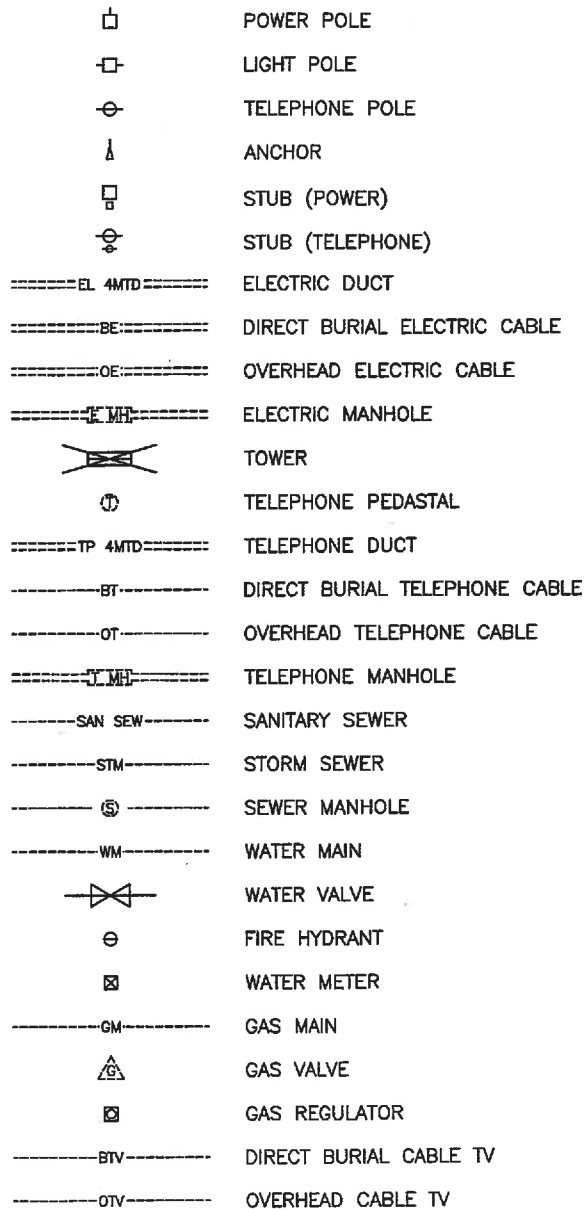
	TREE (DRAW DOT TO SCALE OF TREE)
	HEDGES OR SHRUBBERY
	SHRUB
	FLOWER BED, GARDEN, or ROCK GARDEN (NOTED)
	LAKE or POND
	SWAMP, MARSH, ETC
	FLOWING STREAM (ARROW INDICATES DIRECTION OF FLOW)
	DRY DITCH OR STREAM
	EARTH
	ROCK
	UNPAVED ROAD or DRIVEWAY
	PAVED ROAD or DRIVEWAY
	PROPOSED BRIDGE, BOX CULVERT, or STORM DRAIN w/ HEADWALL (SIZE and TYPE NOTED)
	EXISTING BRIDGE, BOX CULVERT, or STORM DRAIN w/ HEADWALL (SIZE and TYPE NOTED)
	WALK BRIDGE
	RAILROAD SINGLE TRACK
	RAILROAD DOUBLE TRACK
	OUTDOOR ADVERTISING SIGN
	MASONRY WALL (TYPE NOTED)
	MAILBOX
	CLOTHES LINE and POLES (NOTED)
	WELL
	LEVEE or EARTH DAM
	WOOD FENCE
	HOG WIRE or BARBED WIRE FENCE
	CHAIN LINK FENCE
	DROP INLET (NOTED)

# UTILITIES

## EXISTING



## PROPOSED



# ABBREVIATIONS

ACQUIRED	ACQ'D
ACRE	AC
AHEAD	AH
ALTERNATE	ALT
ASPHALT	ASP
AMERICAN WIRE GAGE	AWG
BACK	BK
BACK OF GUARDRAIL	BK GR
BARREL	BBL
BASELINE	BL or B
BENCH MARK	BM
BITUMINOUS COATED CORRUGATED METAL PIPE	BCCMP
BRICK RESIDENCE	BR RES
BUILDING	BLDG
CARRYING CAPACITY	CC
CAST IRON PIPE	CIP
CENTERLINE	C
COMBINED DUCT & CABLE	CDC
CONCRETE	CONC
CONSTRUCTION	CONST
CORNER	COR
CUBIC YARD	CY
CULVERT	CULV
CURB AND GUTTER	C & G
DEGREE OF CURVE	D
DESIGN FLOW	DF
DISTANCE	DIST
DOUBLE	DBL
DRAINAGE AREA	DA
DROP INLET	DI
DUCTILE IRON PIPE	DIP
EASEMENT	ESMT
EAST BOUND ROADWAY	EBR
EDGE OF PAVEMENT	EP
ELEVATION	EL
EXTERNAL	E
FLOW LINE	FL
FRAME RESIDENCE	FR RES
GALLONS PER MINUTE	GPM
GAS METER	GM
GAS VALVE	GV
GUARDRAIL	GR
HEADWALL	HDWL
HIGH DENSITY POLYETHELENE CONDUIT	HDPE
HIGH PRESSURE SODIUM	HPS
HIGH WATER	HW
HORIZONTAL	HORIZ
ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA	IES
INDIVIDUAL LOWERING DEVICE	I L D
JUNCTION	JCT
JUNCTION BOX	JB
LEFT OFFSET	LT
LENGTH OF CURVE	L
LINEAR FEET	LIN FT
NATIONAL ELECTRICAL CODE, CURRENT EDITION OF NFPA 70	NEC
NORTH BOUND ROADWAY	NBR
POINT OF CURVE	PC
POINT OF INTERSECTION	PI

# ABBREVIATIONS (CONTINUED)

POINT OF TANGENT . . . . .	PT
POUND . . . . .	LB
PROPERTY LINE . . . . .	P
RADIUS . . . . .	R
RAILROAD . . . . .	RR
RANGE . . . . .	RANG
REINFORCED . . . . .	REINF
REMOVE . . . . .	REM
REQUIRED . . . . .	REQ'D
RETAIN . . . . .	RET
RIGHT OFFSET . . . . .	RT
RIGHT OF WAY . . . . .	ROW
SANITARY SEWER . . . . .	SAN SEW
SECTION . . . . .	SEC
SHOULDER . . . . .	SHLDR
SIDE DRAIN . . . . .	SD
SIDEWALK . . . . .	SW
SOUTH BOUND ROADWAY . . . . .	SBR
SQUARE YARD . . . . .	SY
STATION . . . . .	STA
STORM SEWER . . . . .	STM SEW
STREET . . . . .	ST
STRUCTURE . . . . .	STR
SUPERELEVATION . . . . .	SE or e
TANGENT . . . . .	TAN
TOWNSHIP . . . . .	T
TURNOUT . . . . .	TO
VALLEY GUTTER . . . . .	VG
VERTICAL . . . . .	VERT
VERTICAL POINT OF CURVE . . . . .	VPC
VERTICAL POINT OF INTERSECTION . . . . .	VPI
VERTICAL POINT OF TANGENT . . . . .	VPT
VITRIFIED CLAY PIPE . . . . .	VCP
VOLTAGE DROP . . . . .	Vd
WATER METER . . . . .	WM
WATER VALVE . . . . .	WV
WEST BOUND ROADWAY . . . . .	WBR
WING WALL . . . . .	WW
YARD . . . . .	YD

## APPENDIX D

### **JEFFERSON COUNTY, ALABAMA** **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM**

Contractor/Vendor Name: \_\_\_\_\_

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

The Contractor acknowledges receipt of Jefferson County's Equal Employment Opportunity Contractor Compliance Administrative Order (attached hereto) and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the County, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **CIVIL RIGHTS**

The undersigned is fully aware that his contract is wholly or partially federally funded, and further, agrees to abide by the:

**Civil Rights Act of 1964, Title VI**, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination;

**And, Civil Rights Act of 1968, Title VIII**, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin;

**And, Rehabilitation Act of 1973, Section 504**, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

**And, Housing and Community Development Act of 1974, Section 109**, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act;

**And, Age Discrimination Act of 1975**, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds;

**And, Americans with Disabilities Act of 1990**, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

**And, Executive Order 11063**, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government;

**And, Executive Order 11246**, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

## **ACCESS TO RECORDS AND RETENTION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the Jefferson County Department of Community Services, The U.S. Department of Housing and Urban Development, and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the “official Jefferson County “Closeout” date of the grant or the resolution of all audit findings, whichever is later.

## **CONFLICT OF INTEREST**

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the proposal that the individual or firm, certifies that:

1. There is no substantial interest with any public official, employee, agency, commission, or committee with Jefferson County.
2. Any substantial interest, with any public official, employee, agency, commission, or committee (including members of their immediate family) with Jefferson County that develops at any time during this contract will be immediately disclosed to the Jefferson County Department of Community Services.
3. During the term of this agreement, the individual, sole proprietor, partnership, corporation, and/or association agrees not to represent any party with respect to any matter pending before the County without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto and receiving the written consent of the County to such representation as evidenced by an amendment to this agreement approved by the Commission.

## **ANTI-LOBBYING CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, the undersigned shall complete and submit Standard Form – LLL.  
“Disclosure Form to Report Lobbying” in accordance with its instructions.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title