Request for Qualifications / Request for Proposals

ALABAMA PORT AUTHORITY
ENGINEERING

PROFESSIONAL SERVICES CONTRACT

RFP#: APA-TS-2027-01
ENGINEERING, ARCHITECTURE, PLANNING AND PROGRAM MANAGEMENT ON-CALL SERVICES

November 2026

Issued By
ENGINEERING DEPARTMENT
ALABAMA PORT AUTHORITY

Douglas C. Otto, Jr., Director & CEO
Kay Ivey, Governor of Alabama

Professional Services Contract
Request for Qualifications and Proposals
Alabama Port Authority
RFP#: APA-TS-2027-01
ENGINEERING, ARCHITECTURE, PLANNING AND PROGRAM MANAGEMENT ON-CALL SERVICES

1.0 INTRODUCTION

The Engineering Department of the Alabama Port Authority (APA) will receive sealed proposals from Qualified Consultants to provide professional services for "as needed" Engineering, Architecture, Planning & Program Management services. Services may include project/program management, staff augmentation, engineering studies, planning, grant application support, engineering design, architectural design, environmental services, preparation of RFP's and bid documents for contractor services, construction management and other technical support as required. These will be outlined in more detail in **Section 3.1 – "Scope of Services"** of this solicitation.

Details on the requirements of the Request for Qualifications and Proposals (RFP) and the criteria for selection will be described in more detail in subsequent sections of this document. All respondents must meet all requirements to practice engineering or architecture in the State of Alabama. All times noted within this document are local times. Any requests for information must be given in written form. No verbal inquiries will be recognized.

To facilitate the review and award of a contract, the Request for Qualifications and Request for Proposals is combined into one step, hereafter referred to as Request for Proposals (RFP). Respondents are **HIGHLY** encouraged to focus on their strongest capabilities, particularly within their local offices, rather than attempting to present a response that encompasses every expected type of service described in this solicitation. An emphasis will be placed on local capabilities and as such the Respondent must clearly document within their submission any portion of the Scope of Services anticipated to be performed outside of offices local to the Mobile area.

It is anticipated that multiple contracts will be awarded under this solicitation. Using qualification-based selection criteria, Contract(s) will be awarded for a period of one (1) year, renewable in one (1) year increments up to five (5) years maximum. Annual renewals will be contingent upon mutual agreement of both parties, satisfactory performance and stability of hourly rates. Services will be performed on a time and materials basis under individual task orders on an "as-needed basis" throughout the duration of the Agreement. The aggregate capacity of all awarded contract(s) over the five (5) year term is $30,000,000.

Services will be performed under individual task orders on an "as-needed basis". The task order will consist of a narrative description of the task, detailed scope of work to complete the task and detailed cost estimate for completion of the scope of the task along with any supporting information for the scope and task. The task order is to be performed on a time and materials fee basis, not to exceed the estimated cost. Consultants selected under this solicitation that provided grant support planning services related to grant applications are hereby notified that they may be barred from performing additional work funded by the same grant. This RFP does not prevent APA from procuring similar services by other means nor guarantee the selected Respondents any minimum amount of work.

2.0 STATEMENT OF NEEDS

The Alabama Port Authority seeks to establish this on-call professional services contract to improve its capital improvement program planning, better position itself to compete for future infrastructure funding opportunities and reduce the time and cost for advertising and awarding individual professional services contracts. As stated previously, it is anticipated that the Alabama Port Authority will award multiple contracts under this solicitation based on individual respondent's strengths and experience in a particular area. Examples of broad areas of need include:

- Marine Terminal engineering and planning, including wharf design, building design, bulk terminal design, crane engineering and dredging.
- Railway and Intermodal container transfer terminal engineering and planning.
- Bridge engineering
- Engineering services related to port logistics planning and optimization and funding support including preparation of master plans, grant applications and associated benefit cost-analyses.
- Environmental planning and engineering services including permitting, NEPA support, environmental due diligence assessments, wetland delineation and mitigation planning and other technical support related to environmental requirements.
- Emergency Services in the aftermath of catastrophic events (to include Hurricanes).

These are only examples of possible broad areas and how they may be subdivided for contract award. It is provided for information only to assist respondents in focusing on their respective areas of strength in their response. All firms should include the necessary services such as geotechnical, land surveying, cost estimating, etc. needed to complete the types of tasks described herein.

3.0 GENERAL INFORMATION

The Alabama Port Authority (APA) intends to procure multiple, qualified firms (A/E) to support the engineering activities for APA. The selected firm(s) will work under an "on-call" contract which will be utilized as needed. The aggregate capacity of the contract(s) over the maximum five (5) year term is $30,000,000. Selection for this contract does not guarantee any minimum services for the selected respondent(s).

3.1 Scope of Services

Professional architectural and engineering services for multiple specific task orders will be issued as a need arises. The disciplines of work are wide ranging and briefly explained below. It is understood that not all respondents will have experience in every area described. Still, those respondents are encouraged to submit as well. Sub consultant work under these contracts shall be kept to a minimum. As such, prime firms submitting are discouraged from constructing teams to meet all potential work listed in this section.

Examples of the potential work disciplines include, but are not limited to:

- **Structural** – Including but not limited to piers, wharves, buildings, bridges, and all types of cranes including large gantry cranes.
- **Mechanical** – Including but not limited to HVAC systems, plumbing, pumping systems and fire suppression.
- **Bulk Material Handling** – Primarily focused on the McDuffie Coal Terminal and the knowledge of conveyor systems, material handling chutes, and the related power transmission systems.

- **Equipment** – Gantry cranes, Bulk Shiploader cranes, Mobile Harbor cranes, Stacker/Reclaimers, Barge Unloaders, Rotary Railcar dumps.
- **Geotechnical** – Design of bulkheads, deep foundations, embankments, and settlement.
- **Rail** – Knowledge of rail systems, rail yards, and the geometry of rail tracks.
- **Environmental** – Including, but not limited to permitting, National Environmental Policy Act (NEPA), site remediation, and compliance
- **Architectural –** Building and renovation design, Life safety, accessibility, roofing systems, CEI
- **Electrical –** Lighting, back-up power, high, medium & low voltage distribution, power studies
- **Dredging and Dredge Material Management**
- **Emergency Services –** Including damage assessments, support with insurance and FEMA claims, and project management. Required to report onsite no later than 24 hours after an event.

Some of the tasks anticipated under these disciplines are as follows:

- **Program Management, Project Management, Project Coordination**
- **Design, Plans & Specifications Development**
- **Construction Management, Monitoring and Engineering**
- **Condition and Damage Assessments**
- **Provide Technical Support for APA Engineers and Project Managers.**
- **Catastrophic Event Support**
- **Grant Application Preparation and Support including Benefit -Cost Analysis**

3.2 Procurement

APA will use a combination one step RFQ/RFP selection process for this Service Contract. Contracts awarded under this solicitation will be for an initial one (1) year term with up to four (4) annual renewals for a maximum potential duration of five (5) years. Annual renewals will be contingent upon satisfactory performance and stability of hourly rates. The aggregate capacity of all awarded contract(s) over the five (5) year term is $30,000,000.

3.3 Federal and State of Alabama Requirements

a. U.S. Coast Guard regulation 33 CFR 101.514 designates certain areas of the APA as a Restricted Facility and requires access policy compliance. The APA Access Policy requires all persons requesting access to these restricted areas to obtain and display an APA issued photo ID badge or visitor badge at all times when accessing or working in these areas. In order to obtain an APA credential, applicants must also obtain a Transportation Worker Identification Credential (TWIC) and undergo mandatory Security Awareness Training. Information on APA access requirements can be found at https://www.alports.com/port-access/.

b. Federal Railroad Administration safety requirements of Title 49, Part 214 of the Code of Federal Regulations (CFR) are applicable when accessing any area within 25 feet of an active track center line: https://www.ecfr.gov/current/title-49/subtitle-B/chapter-II/part-214

c. Beason-Hammon Alabama Taxpayer & Citizen Protection Act is applicable to any business entity contracting with the Alabama Port Authority. The E-Verify website link is provided for convenience: https://www.e-verify.gov/.

3.4 Schedule

APA currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and APA reserves the right to modify this schedule as it finds necessary, at its sole discretion.

- Advertise RFP: November 5, 2026
- Deadline to submit questions: November 19, 2026
- APA Response to questions: November 24, 2026
- RFP Submission: December 3, 2026
- Short List Interview Date (If required): December 17, 2026
- Notification of Intent to Award Date: December 22, 2026
- Year 1 Commencement Date (NTP): February 1, 2027
- Year 1 Expiration Date: January 31, 2028

Note that the contract must be signed within 10 days of the issuance of the Intent to Award.

3.5 APA's Point of Contact

APA's sole point of contact (POC) for matters related to the RFP shall be Marcus Coleman, VP Engineering at (251) 441-7260 (marcus.coleman@alports.com). APA's POC is the only individual authorized to discuss the RFP with any interested parties, including Respondents. APA disclaims the accuracy of information derived from any source other than POC, and the use of any such information is at the sole risk of the Respondent. All communications with POC about this RFP shall be in writing.

3.6 Acknowledgement of Receipt of RFP Revisions, and/or Addenda

Respondents shall provide the Acknowledgement of Revisions and/or Addenda set forth as Attachment 2.6, signed by the Respondent's Principal Officer with the submission of the RFP package.

4.0 CONTENTS OF RFP SUBMISSION PACKAGE

4.1 General

Responses to this RFP will be used to select multiple firms to provide professional services as described herein related to Engineering, Architecture and Planning & Program Management. The Proposal submitted shall consist of two (2) separate components; a Statement of Qualifications (SOQ) and a Rate Schedule. Details for the submittal are described in the following subsections of this solicitation.

Written proposals will be evaluated by a selection committee of Port Authority staff. Members of the selection committee will independently review each of the proposals and score it using the criteria in Section 4.4.

To be considered for selection, Respondents must submit a complete RFP proposal and adhere to specified proposal limitations. A complete RFP proposal must include all the items listed herein.

4.2 Contents of Proposal

4.2.1 Cover Letter (1-page) containing at a minimum: Company name, contact name, address, phone number, and email address.

4.2.2 SOQ Submission Verification (**MUST BE INCLUDED AS THE LAST PAGE OF YOUR SUBMISSION)**

By signature below I verify that I have read and understand this request for qualifications, including:

- Willingness to perform all work within the APA Board of Directors approved fee
- Willingness to sign APA's Standard Form Agreement
- Timely execution of the contract
- Confirmed number of Addenda issued: _____

I hereby submit these qualifications for consideration.

SUBMITTING FIRM NAME: _____

SIGNATURE OF PRINCIPAL: _____

PRINTED NAME OF PRINCIPAL: _____

DATE: _____

4.2.3 The Respondent shall prepare a Statement of Qualifications (SOQ) document and place it in a separate sealed envelope within the submission package. The SOQ shall include a one (1) page cover letter, a one (1) page table of contents, maximum twenty (20) pages to demonstrate qualifications and experience and one (1) page SOQ Submission Verification for a maximum of 23 pages excluding Resumes.

4.2.4 The Respondent should provide sufficient information to enable APA to understand and evaluate how the Respondent's staff capabilities and experience contribute to their full spectrum of resources. The SOQ must clearly identify local staff numbers and capabilities relative to broader company staff. For staff that would provide the services offered, this should include personnel resumes and relevant projects using the Personnel Resume Form attached hereto as Attachment 3.2.4. Standard Company resumes are acceptable alternatives, provided they clearly furnish the requested information.

4.3 Rate Schedule

The Respondents shall prepare a detailed hourly rate schedule for the proposed professional services and typical indirect expenses. The rate schedule is to include the hourly rates, mileage rates, reimbursable expenses, markup of indirect costs and other costs desired to be billable items. The rate schedule shall include all team members, and any sub-consultants anticipated to be used. The mark-up on sub-consultants will be limited to 5%.

One copy of the Rate Schedule shall be placed in a separate sealed envelope within the submission package. Only the Rate Schedule of the firm(s) selected for contract award will be opened and reviewed. The non-selected firms' Rate Schedules will be returned to them sealed and unopened.

4.4 Selection Criteria

The APA Evaluation Committee will select "qualified" Respondents based upon the SOQ documents. Qualified Respondents may be invited to provide a presentation to the Evaluation Committee.

The evaluation system is as follows:

- Knowledge & Experience of Potential Tasks- 200 points
- Professional Qualifications - 200 points
- Knowledge of Facilities - 200 points
- Geographic Location - 200 points
- Capacity to Perform the Work – 100 points
- Relevant Project Experience – 100 points
- TOTAL – 1000 points

5.0 RFP SUBMISSION PACKAGE SUBMITTAL REQUIREMENTS

5.1 Due Date, Time and Location

All submissions, including hand-delivered packages, US Postal Service express mail, or private delivery service must be delivered to the following individual at the following address by 2:00 p.m. local time on December 3, 2026. Respondents shall furnish four (4) hardcopies and one (1) electronic copy on a USB drive in their submission package.

Alabama Port Authority
Attn: Marcus Coleman
250 North Water Street
Mobile, AL 36602
(251) 441-7260

Electronic submissions will not be accepted. Respondents are responsible for effective delivery by the above deadline, and late submissions will be rejected without opening and returned to the sender. APA accepts no responsibility for misdirected or lost proposals.

5.2 Format

A sealed parcel containing the Statement of Qualifications and the Rate Schedule envelopes shall be submitted on the due date and time. The parcel shall be clearly marked to identify the RFP and to identify the contents.

6.0 QUESTIONS AND CLARIFICATIONS

All questions and requests for clarifications regarding this RFP shall be submitted to APA's POC in electronic format (submission by email) by the deadline set forth in Section 3.4. No oral requests for information will be accepted.

APA's responses to questions for clarification will be issued by Addenda posted on the APA procurement website at https://alports.com/procurement/#bid-notices. All addenda so issued shall become part of the Contract Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.0 EVALUATION OF THE RFP SUBMISSION PACKAGE

APA will evaluate the submissions by scoring the Statement of Qualifications package using the selection criteria point system in Section 4.4.

APA may elect to interview any of the firms submitting prior to making a final selection. The interview will be an opportunity to present and discuss their "Proposal" with the APA Evaluation Committee. This potential interview should not be considered a marketing opportunity but will focus on the team members that will be performing the work for the task orders. Interviews will be limited to one (1) hour of question-and-answer discussion.

The winning respondent(s) will be selected based on demonstrated competence and qualification for the type of services required without regard to fee. After selection of the "Most Qualified" respondent(s), an initial review, discussion and final negotiation of the Rate Schedule will be conducted. Failure to arrive at an acceptable cost for the services will result in rejection of the Proposer and commencement of contract discussion with the next highest ranked Respondent. At conclusion, the Rate Schedule will be submitted to the APA Board of Directors for approval.

8.0 RIGHTS AND OBLIGATIONS OF APA

In connection with this procurement, APA reserves to itself all rights (which rights shall be exercised by APA in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- The right to cancel, withdraw, postpone or extend this RFP without any obligations or liabilities.
- The right to modify all dates set or projected in this RFP.
- The right to suspend and terminate the procurement process for this RFP at any time.
- The right to issue addenda, supplements and modifications to this RFP.
- The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to this RFP.

APA assumes no obligations, responsibilities, and liabilities to reimburse all or part of the costs incurred or alleged to have incurred by parties considering a response to and/or responding to the RFP. All costs shall be borne solely by each Respondent.

9.0 ADMINISTRATIVE REQUIREMENTS

All Respondents shall comply with the following:

- Licensed to practice engineering/architecture in accordance with Alabama Law and the State Board of Registration for Professional Engineers and/or Alabama Board of Architects.
- State of Alabama restrictions upon former employees soliciting, performing work and or contracting projects with the State and APA.
- Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

APA does not discriminate against Respondent(s) because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

10.0 INSURANCE

The Respondent(s) to whom this contract is awarded will be required to furnish insurance in accordance with Attachment 9.0.

11.0 ATTACHMENTS

The following attachments are specifically made a part of, and incorporated by reference into, this RFP:

- ATTACHMENT 2.6 - ACKNOWLEDGEMENT OF REVISIONS
- ATTACHMENT 3.2.4 - PERSONNEL RESUME FORM
- ATTACHMENT 6.0 - SAMPLE SOQ SCORE SHEET
- ATTACHMENT 9.0 - INSURANCE REQUIREMENTS
- BEASON-HAMMON CERTIFICATE OF COMPLIANCE
- APA STANDARD FORM AGREEMENT TEMPLATE

ATTACHMENT 2.6

ALABAMA PORT AUTHORITY

RFP#: APA-TS-2027-01
ENGINEERING, ARCHITECTURE, PLANNING AND PROGRAM MANAGEMENT ON-CALL SERVICES

ACKNOWLEDGEMENT OF REVISION AND/OR ADDENDA

By signing this Attachment 2.6, the Offeror acknowledges receipt of the following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

_____ _____

Signature Date

ALABAMA PORT AUTHORITY

ATTACHMENT 3.2.4

PERSONNEL RESUME FORM

Brief resume for personnel available for this project
a. Name & Title:
b. Task Assignment:
c. Name of Firm with which you are now associated:
d. Years experience: With this firm____ Years With Other Firms____ Years Please list chronologically (most recent experience first) your employment history, position and general experience or fields of practice for the last ten (10) years. Attach additional pages as needed.
e. Education: Name & Location of Institution(s)/Degree(s)/Year/Specialization:
f. Active Registration: Discipline/Registration #:

g. Document the extent and depth of your relevant experience and qualifications. **List at least three (3), but no more than five (5) projects with relevance to the services offered by submitter. For each project:**

1. Note your specific responsibilities and authorities, not those of the firm.
2. Note whether experience is with current firm or with other firm.
3. Provide beginning and end dates for each assignment.

ATTACHMENT 6.0
SOQ SCORE SHEET
RFP#: APA-TS-2027-01
ENGINEERING, ARCHITECTURE, PLANNING AND PROGRAM MANAGEMENT ON-CALL SERVICES

CRITERIA	TO BE RATED	Maximum Points	Respondent 1	Respondent 2	Respondent 3	Respondent 4
1. Knowledge & Experience of Potential Tasks	The firm/team knowledge and experience of the variety of Contract Services	**200**				
2. Professional Qualifications	The qualifications of firm members expected to participate on this Contract including relevant experience, technical experience, and professional registration	**200**				
3. Knowledge of Facilities	The firm/team knowledge of the various facilities, equipment, structures and operations relative to the Contract services	**200**				
4. Geographic Location	The geographic location and capabilities of the firm and/or team members relative to the APA facilities in Mobile, Alabama	**200**				
5. Capacity to Perform the Work	The overall availability and adequacy of equipment, software and staff in both number and quality to perform the the services offered	**100**				
6. Relevant Project Experience	The evidence of example projects to include relavent scopes of work and specific roles filled by the firm on Alabama Port Authority projects or other Port related work.	**100**				
		1000	0	0	0	0
		Ranking by Score				

ATTACHMENT 9.0
ALABAMA PORT AUTHORITY (APA)
INDEMNIFICATION AND INSURANCE REQUIREMENTS

40-01 INDEMNIFICATION

To the extent permitted under applicable law, Contractor shall indemnify, defend, and hold harmless APA and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers incurred by or awarded against Indemnified Party (collectively, "Losses"), relating to, arising out of, or resulting from any claim of a third party or APA arising out of or occurring in connection with Contractor's operations under this Agreement (whether such operations are performed by the Contractor itself of by some person or entity acting on behalf of the Contractor), Products, and/or Services.

40-02 CONTRACTOR COVERAGE

The Contractor shall not commence work under the Contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar applicable insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, then the principal Contractor shall provide such insurance protection for subcontractor and his employees by endorsement to the Contractor's policies or by taking out separate policies in the name of the subcontractor.

40-03 COMMERCIAL GENERAL LIABILITY – Required

The Contractor shall take out and maintain during the life of the Contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverage, in an amount not less than $5,000,000 for any one occurrence for bodily injury, including death, and property damage liability. Policy shall include endorsement identifying the Owner and Engineer as Primary and Non-contributory Additional Insureds as respects the Contractor's work for the Owner, to the extent required by written Contract, including a waiver of all rights of subrogation.

40-05 BUSINESS AUTOMOBILE LIABILITY – Required

The Contractor shall take out and maintain during the life of the Contract Business Automobile Liability insurance covering owned, non-owned and hired vehicles in an amount not less than $1,000,000 for any one occurrence for bodily injury, including death, and property damage liability. The Owner and Engineer shall be identified as Additional Insureds, to the extent required by written Contract.

40-06 WORKERS COMPENSATION – *AL WC/EL* – Required

The Contractor shall take out and maintain during the life of the Contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama Law.

Where applicable, Contractor shall take out and maintain during the life of the Contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harbor Workers Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

40-10 PROFESSIONAL LIABILITY COVERAGE – Required

The Contractor shall take out and maintain during the life of the contract Professional Liability insurance including design with limits not less than $2,000,000 per occurrence.

40-11 PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish to the Owner, in triplicate, Certificates of Insurance, signed by the licensed agent, evidencing the required coverage, along with letter of transmittal giving date of delivery. A copy of this letter shall also be delivered to the Engineer. The Owner reserves the right to require certified copies of any and all policies.

All coverage and bonds shall be provided by companies acceptable to the Owner. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to the Owner and insured.

State of _____

County of _____

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

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):
_____ by and between
_____(Contractor/Grantee) and
_____(State Agency, Department or Public Entity)

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

1. The undersigned holds the position of _____ 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. "Business entity" shall include, but not be limited to the following:

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, 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, 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. 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 _____ day of _____ 20 _____

_____
Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

_____
Printed Name of Witness

Alabama Port Authority

Construction & Design Professional Services Agreement

Project Name Engineering, Architecture, Planning and Program Management On-Call Services

RFP # APA-TS-2027-01

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TEMPLATE

Alabama Port Authority

Construction & Design Professional Services Agreement

Project Name Engineering, Architecture, Planning and Program Management On-Call Services

RFP # APA-TS-2027-01

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TEMPLATE

Alabama Port Authority

Construction & Design Professional Services Agreement

Project Name Engineering, Architecture, Planning and Program Management On-Call Services

RFP # APA-TS-2027-01

THIS IS AN AGREEMENT effective as of _____, _____("Effective Date")

between

The Alabama Port Authority ("OWNER")

and

RESPONDENT FIRM, LLC ("ENGINEER").

OWNER intends to enter into an Indefinite Delivery Indefinite Quantity (IDIQ) contract with **RESPONDENT FIRM, LLC** to provide On-Demand professional engineering services in support of the **Engineering, Architecture, Planning and Program Management On-Call Services** ("Project") Request for Qualifications and Proposals.

A Contract will be awarded for a period of one (1) year, renewable in one (1) year increments up to five (5) years maximum. Annual renewals will be contingent upon mutual agreement of both parties, satisfactory performance and stability of hourly rates. Services will be performed on a time and materials basis under individual task orders on an "as-needed basis" throughout the duration of the Agreement. The aggregate capacity of all awarded contract(s) under this RFP over the five (5) year maximum term is limited to $30,000,000. Additional contract aggregate capacity is subject to prior approval of the APA Board of Directors.

Each task order will consist of an OWNER furnished narrative description of the task, resulting in an ENGINEER furnished detailed scope of work to complete the task and detailed not-to-exceed cost estimate for completion of the scope of the task along with any supporting information for the scope and task. The task order is to be performed on a time and materials fee basis, not to exceed the estimated cost without prior approval of the OWNER. ENGINEER that provides grant support planning services related to grant applications are hereby notified that they may be barred from performing additional work funded by the same grant. Contracts issued through this RFP do not preclude APA from procuring similar services by other means nor guarantee the selected ENGINEER any minimum amount of work.

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

THIS SHOULD BE PAGE 1

TEMPLATE

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services*. OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services*. OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses*. In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices*. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

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B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices*. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination*.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs*. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions*. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit J, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar

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circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the Standard General Conditions used by the OWNER.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

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B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible for maintaining documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. To the extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit F, "Insurance."

B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

C. ENGINEER shall each deliver to the OWNER certificates of insurance evidencing the coverages indicated in Exhibit F. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause*,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

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1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience*,

a. By OWNER effective upon the receipt of notice to ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit G or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit G, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

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B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity, and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.
3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.
7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.
10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.
11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.
12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

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14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.
16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.
17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.
19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.
20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.
24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
25. *General Conditions*-That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.
26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
29. *PCB's*--Polychlorinated biphenyls.
30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

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ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of twenty-six (XX) pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of two (2) pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of four (XX) pages.

D. Exhibit D, "Resident Project Representative," consisting of three (3) pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of two (2) pages.

F. Exhibit F, "Insurance," consisting of two (2) pages.

G. Exhibit G, "Dispute Resolution," consisting of one (1) page.

H. Exhibit H, "Disadvantaged Business Enterprise (DBE) Utilization", consisting of two (2) pages.

I. Exhibit I, "APA Drawing and Data Delivery Policy & Standards", consisting of one (1) page.

8.02 Total Agreement

This Agreement (consisting of Articles 1 - 8 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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THIS SHOULD BE PAGE 11

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

ALABAMA PORT AUTHORITY

Douglas C. Otto, Jr. **Date**
Director & CEO

Address for giving notices:
Attention: Jason Krick, P.E.
PO Box 1588
Mobile, AL 36633-1588

Designated Representative (paragraph 6.02.A)

Name

Title

Phone Number

E-mail Address

Accepted by:

Signature **Date**

Printed Name **Title**

Tax Identification Number

Designated Representative (paragraph 6.02.A)

Name

Title

Phone Number

E-mail Address

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This is **EXHIBIT A**, consisting of twenty-six (XX) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____ _____, _____.

Initial:
OWNER _____
ENGINEER _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1.01 *Study and Report Phase*

The detailed design shall include the submission of 30%, 60%, 95% progress submittals, as well as Final Construction documents to the OWNER for all deliverables. It is anticipated that the items outlined below will be developed at each stage of the design.

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify, Evaluate and Recommend alternate project solutions available to OWNER.
5. Prepare a report to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project.

A1.02 *Preliminary Phase*

30% Detailed Design

A 30% Design Submittal shall be provided to the OWNER for review and comments. At this stage the different facets of the design should be carried out to meet the requirements outlined herein. The drawings shall be developed to the point they show plans, sections, and elevations. A preliminary opinion of probable cost shall be developed based on the design services with an overall contingency of 15%. The estimate will provide a breakdown regarding the different components of construction. The ENGINEER shall provide an overall presentation of the 30% Design Submittal at the OWNER's offices. The purpose of this presentation is to provide an overview of the different components of the submittal and to present/discuss design details, concerns and/or clarifications required, phasing requirements, and other necessary design improvements.

The OWNER will complete a detailed review and provide formally documented comments, concerns, and recommendations to the ENGINEER regarding the 30% Design Submittal. It is anticipated that this review process will take no longer than 14 calendar days.

The ENGINEER shall provide the following for the 30% Design Submittal:

One (1) Half Size (11x17) of 30% Design Drawings
One (1) Preliminary Opinion of Probable Cost
One (1) Digital Copy of all submittal components

A1.03 *Final Design Phase*

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60% Detailed Design

The ENGINEER shall further the designs from the 30% Design Stage into a 60% Design Stage. Review comments provided by the OWNER shall be addressed (included or responded to) at this stage. A 60% Design Submittal shall be provided to the OWNER for review and comments. At this stage the design of the different facets of the project should be carried out to meet the requirements outlined herein. Drawings shall be developed to the point they show plans, sections, elevations, and major details regarding connections, transitions, demolition, etc. for the project to the 60% completion level. Detailed specifications shall be developed to the 60% stage and will show materials, references, submittal requirements, etc. The OWNER will provide the standard OWNER General Division1 - Division IV specifications for the ENGINEER to modify as necessary for this project. A more detailed opinion of probable cost shall be developed based on the design services with an overall contingency of 10%. The ENGINEER shall provide an overall presentation of the 60% Design Submittal at the OWNER's offices. The purpose of this presentation is to provide an overview of the different components of the submittal and to present/discuss design details, concerns and/or clarifications required, phasing requirements, and other necessary design improvements.

The OWNER will complete a detailed review and provide formally documented comments, concerns, and recommendations to the ENGINEER regarding the 60% Design Submittal. It is anticipated that this review process will take no longer than 14 calendar days.

The ENGINEER shall provide the following for the 60% Design Submittal:

One (1) Half Size (11x17) of 60% Design Drawings
One (1) Bound Set of Outline Specifications, Opinion of Probable Cost and Construction Schedule
One (1) Response to 30% Design Submittal Review Comments
One (1) Digital Copy of all submittal components

95% Detailed Design

The ENGINEER shall further the designs from the 60% Design Stage into a 95% Design Stage. Review comments provided by the OWNER shall be addressed (included or responded to) at this stage. The design shall be developed to the 95% stage with all drawings substantially complete with only minor modifications required to produce Final Construction Drawings. The specifications shall be developed to the 95% stage with minor changes required to produce Construction Specifications. A detailed opinion of probable cost shall be developed based on the design services with an overall contingency of 5%. The main purpose of this submittal is to allow the OWNER to review the construction documents prior to preparing Final Construction Documents.

The OWNER will complete a detailed review and provide formally documented comments, concerns, and recommendations to the ENGINEER regarding the 95% Design Submittal. It is anticipated that this review process will take no longer than 14 calendar days.

The ENGINEER shall provide the following for the 95% Design Submittal:

One (1) Half Size (11x17) of 95% Design Drawings
One (1) Bound Set of Outline Specifications, Opinion of Probable Cost and Construction Schedule
One (1) Response to 60% Design Submittal Review Comments
One (1) Bound Proposed Quality Assurance Program for Construction
One (1) Bound Project Calculations Notebooks
One (1) Digital Copy of all submittal components

The ENGINEER shall develop a comprehensive Quality Assurance Program for use during construction. The program shall be developed prior and submitted in conjunction with the 95% Design Submittal. The purpose of the program is to outline the level of effort that the ENGINEER is going to expend during construction to ensure the project is performed in accordance with the construction documents.

The ENGINEER shall provide a fully developed detailed set of calculations signed and sealed as required. The calculations shall be submitted in conjunction with the 95% Design Submittal and support the design of the different components of the project. The calculations shall be developed as required by U.S. industry practices for a duly licensed architect/engineer. The calculations shall be provided in a bound 3-ring notebook with an appropriate cover showing the project number and the project title. Different components of the design shall be contained in tabulated sections to simplify the review process.

Final Construction Documents

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The ENGINEER shall provide reproducible Construction Documents for the project that include construction drawings and specifications, construction cost estimate, and a construction schedule. It is the intent of this submittal to allow the OWNER to proceed with bidding of the project.

The ENGINEER shall provide the following for the Final Construction Document Submittal:

One (1) Full Size (24x36) and One (1) Half Size (11x17) of Construction Drawings
One (1) Bound Set of Specifications, Opinion of Probable Cost and Construction Schedule
One (1) Digital Copy of all submittal components

In event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER 's compensation has been established under this Agreement is to be determined.

ENGINEER'S services under the Final Design Phase will be considered complete on the date when the submittals have been delivered to OWNER.

Deliverables Schedule

The ENGINEER shall provide a deliverables schedule based on the Notice to Proceed date for each project in accordance with OWNER requirements. The deliverables schedule shall be updated monthly as required to accommodate contractual additions/deletions of scope or as a result of unforeseen project conditions.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

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2. *Resident Project Representative (RPR)*. Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory*. Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.

4. *Pre-Construction Conference*. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks*. As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction*. In connection with observations of Contractor's work in progress while it is in progress:

    a) Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

    b) The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work*. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders*. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives*. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples*. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and

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approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests*. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor*. Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment*. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other expressed or general limitations in this Agreement and elsewhere.

    b) By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents*.

    a) Receive and review maintenance and operating instructions, schedules, and guarantees.

    b) Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final

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payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

c) ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion*. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks*. Perform or provide the following additional Construction Phase tasks or deliverables:

a. Progress Meetings

A Monthly Progress Meeting is to be held at the OWNER's Offices to gauge progress and to discuss any problems and/or issues that need to be resolved. The ENGINEER shall attend the meeting and inspect the site. Meeting minutes will be kept by the ENGINEER and distributed to all attendees.

b. Quality Assurance Program Execution

The ENGINEER shall administer the QA program, developed and approved earlier in the design stages, and provide engineering oversight, as well as serve as the primary contact with the OWNER. QA services provided during construction shall include a full-time, on-site observation by a Resident Inspector. The resident inspector shall, among other things, document the weather. the Contractor's daily activities and any approved field changes, and review the "red-line" drawings that are to be maintained by the Contractor at the project site to delineate any changes to the original methods, materials and/or dimensions. If necessary, supplemental engineering and technician services should be available on an as-needed basis. Specific services that are required for the QA Program will include, but not be limited to:

- Reviewing concrete mix designs, as needed.
- Inspecting the proposed concrete batch plant,
- Periodic inspections of the offsite pile fabrication,
- Pile driving monitoring and inspection
- Dynamic load testing of driven pile foundations with PDA to verify axial capacity
- Inspection of concrete reinforcement and formwork prior to concrete placement
- Observation of concrete placement, finishing and curing
- Field testing of fresh concrete (e.g. slump, temperature, unit weight, air content. etc.) during placement, including casting cylindrical specimens for laboratory testing
- Laboratory compressive strength testing of concrete cylinders, and continuous statistical analysis of concrete performance
- Asphaltic concrete testing including Marshall density/stability/flow and thickness and density of asphalt cores
- Welding and other structural steel inspection of crane rails, steel H-piles and any fendering or other structural steel systems, including paint thickness and adherence
- Reporting of test results to the OWNER in a timely manner, and preparation of a Monthly Progress Report for distribution at the Monthly Progress Meetings
- Photographic documentation of progress including material(s) stored at the project site, installation techniques, finished products, and problem areas that develop.

The QA program and associated scope of services could potentially be adjusted as needed to accommodate any other issues that develop during construction. The ENGINEER shall provide a certification letter to the OWNER that the construction has been completed per the approved construction documents and any modifications that are issued. The Contractor shall be made responsible for all Quality Control Testing and Inspection to ensure that the materials, labor and workmanship meet the requirements of the contract documents.

c. As-Built Drawings

The ENGINEER shall produce a complete set of As-Built drawings after construction of the project. Significant attention shall be given to the production of accurate "As-builts" including individual reviews by the on-site field inspector, design engineers, Project Manager, and the QA/QC

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Reviewer. This is necessary to provide the OWNER with the final product that is accurate in detail for future projects and/or reference.

The ENGINEER shall review for completeness the "red-line" drawings kept by the Contractor in the field. The original electronic versions of the construction drawings will be updated, and the changes denoted as "As-Built" conditions. A reproducible set of drawings will be provided to the OWNER for future use. Electronic files will also be provided.

The ENGINEER shall produce a complete set of As-Built drawings in compliance with the current edition of the APA Drawing and Data Delivery Policy found in Exhibit I.

18. *Final Notice of Acceptability of the Work*. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase*. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities*. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

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2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 ***Required Additional Services***

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A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in revising Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services to provide Drawing and Data deliverables in accordance with the current edition of the APA Drawing and Data Delivery Policy found in Exhibit I.

TEMPLATE

Request for Qualifications / Request for Proposals

ALABAMA PORT AUTHORITY ENGINEERING

PROFESSIONAL SERVICE CONTRACT

RFP#: APA-TS-2027-01
ENGINEERING, ARCHITECTURE, PLANNING AND PROGRAM MANAGEMENT ON-CALL SERVICES

November 2026

Issued By
ENGINEERING DEPARTMENT
ALABAMA PORT AUTHORITY

Douglas C. Otto, Jr., Director & CEO
Kay Ivey, Governor of Alabama

TEMPLATE

This is **EXHIBIT B**, consisting of two (2) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

TEMPLATE

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

R. Perform or provide the following additional services:

TEMPLATE

Alabama Port Authority

Construction & Design Professional Services Agreement

This is **EXHIBIT C**, consisting of four (XX) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER --

C4.01 ***For Basic Services Having A Determined Scope -- Standard Hourly Rates Method of Payment as set forth in Exhibit C.***

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's SubConsultant's charges, if any.
2. ENGINEER's Current Rate Schedule is shown on Page 4 of this Exhibit C.
3. ENGINEER's Rate Schedule may be negotiated as part of the annual contract renewal process.
4. ENGINEER may alter the distribution of compensation on a project between individual phases of the work to be consistent with the services actually rendered but shall not exceed the total contractual compensation amount unless approved in writing by OWNER.
5. The total compensation for ENGINEER's services for each project incorporates all labor, overhead, profit, reimbursable expenses and Subconsultant's charges.
6. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to each project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER's Consultant's charges.

C4.02 For Additional Services

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

C4.03 ***For Reimbursable Expenses***

A. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; express mail, shipping and postage fees; document reproduction.

B. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER.

C. The Reimbursable Expenses will not exceed those stated in the ENGINEER's proposals.

C4.04 ***For ENGINEER's Consultant's Charges***

A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times the factor stated in the ENGINEER's proposal.

C4.05 ENGINEER's Financial Proposal (Pages 3 and 4)

TEMPLATE

ENGINEER'S FINANCIAL PROPOSAL

TEMPLATE

This is **EXHIBIT D**, consisting of three (3) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 ***Resident Project Representative***

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full-time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

   a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

   b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

   c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

   a) Record date of receipt of Samples and approved Shop Drawings.

   b) Receive Samples which are furnished at the Site by Contractor and notify ENGINEER of availability of Samples for examination.

TEMPLATE

c) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

   a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes it should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

   a) Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

   b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

   c) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

   d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

    a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

    b) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

    c) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

    d) Maintain records for use in preparing Project documentation.

    e) Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

    a) Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b) Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

    d) Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

TEMPLATE

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

    a) Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

    d) Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

2. Exceed limitations of ENGINEER’s authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

TEMPLATE

This is **EXHIBIT E**, consisting of two (2) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By:_____

Title:_____

Dated:_____, _____

TEMPLATE

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

TEMPLATE

This is **EXHIBIT F**, consisting of two (2) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

Insurance

Without limiting or diminishing the ENGINEER's liabilities under this AGREEMENT, the ENGINEER agrees to obtain and maintain, at its own cost and expense, insurance as required under the following paragraphs.

General Requirements

All policies of insurance must be written with companies acceptable to the APA. Original certificates of insurance, which are signed by the licensed agent, and which provide evidence that the required coverages are current and in place, must be provided to the Alabama Port Authority Risk Manager. Failure to provide current certificates within 10 days following policy expirations may render this Agreement null and void. The APA reserves the right to require complete, certified copies of any and all policies of insurance at any time.

The ENGINEER's insurance certificate shall include a provision that at least 30 days' notice will be given to the APA before limits and scope of coverage are materially altered or insurance protections is cancelled.

The ENGINEER's insurance policies shall include waiver of all rights of subrogation against the APA, its officers, officials, employees, volunteers and insurers for losses arising from the ENGINEER's performance under the Agreement.

The ENGINEER agrees that none of its Consultants/Subcontractors will be allowed to commence work on APA's property until (a) the Consultant/Subcontractor has obtained all applicable similar insurance, or (b) the ENGINEER has provided coverage for the Consultant/Subcontractor.

The ENGINEER may purchase an umbrella liability policy to provide the limits of coverage specified, so long as such umbrella provides coverage at least as broad as specified for the individual policy and the umbrella applies directly above the individual policy, without gap in limit of liability.

Except for Workers Comp/Employers Liability and Professional Liability, the ENGINEER's insurance policies shall include endorsements providing that the APA, its officers, employees, and volunteers are to be covered as primary and non-contributory additional insureds, with respect to liability arising from the ENGINEER's performance under the Agreement. Except for the proven negligence of the APA, the coverage shall contain no special limitation on the scope of protection afforded. All premiums and deductibles are the responsibility of the ENGINEER.

TEMPLATE

INDEMNIFICATION AND INSURANCE REQUIREMENTS

40-01 INDEMNIFICATION

To the extent permitted under applicable law, Contractor shall indemnify, defend, and hold harmless APA and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers incurred by or awarded against Indemnified Party (collectively, "Losses"), relating to, arising out of, or resulting from any claim of a third party or APA arising out of or occurring in connection with Contractor's operations under this Agreement (whether such operations are performed by the Contractor itself of by some person or entity acting on behalf of the Contractor), Products, and/or Services.

40-02 CONTRACTOR COVERAGE

The Contractor shall not commence work under the Contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar applicable insurance required of the subcontractor has been obtained and approved. If the subcontractor does not take out insurance in his own name, then the principal Contractor shall provide such insurance protection for subcontractor and his employees by endorsement to the Contractor's policies or by taking out separate policies in the name of the subcontractor.

40-03 COMMERCIAL GENERAL LIABILITY – Required

The Contractor shall take out and maintain during the life of the Contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverage, in an amount not less than $5,000,000 for any one occurrence for bodily injury, including death, and property damage liability. Policy shall include endorsement identifying the Owner and Engineer as Primary and Non-contributory Additional Insureds as respects the Contractor's work for the Owner, to the extent required by written Contract, including a waiver of all rights of subrogation.

40-05 BUSINESS AUTOMOBILE LIABILITY – Required

The Contractor shall take out and maintain during the life of the Contract Business Automobile Liability insurance covering owned, non-owned and hired vehicles in an amount not less than $1,000,000 for any one occurrence for bodily injury, including death, and property damage liability. The Owner and Engineer shall be identified as Additional Insureds, to the extent required by written Contract.

40-06 WORKERS COMPENSATION – *AL WC/EL* – Required

The Contractor shall take out and maintain during the life of the Contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama Law.

Where applicable, Contractor shall take out and maintain during the life of the Contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harbor Workers Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

40-10 PROFESSIONAL LIABILITY COVERAGE – Required

The Contractor shall take out and maintain during the life of the contract Professional Liability insurance including design with limits not less than $2,000,000 per occurrence.

40-11 PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish to the Owner, in triplicate, Certificates of Insurance, signed by the licensed agent, evidencing the required coverage, along with letter of transmittal giving date of delivery. A copy of this letter shall also be delivered to the Engineer. The Owner reserves the right to require certified copies of any and all policies.

All coverage and bonds shall be provided by companies acceptable to the Owner. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to the Owner and insured.

TEMPLATE

This is **EXHIBIT G**, consisting of one (1) page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER_____

Dispute Resolution

Paragraph 6.09 of the Agreement is amended and supplemented to include the following agreement of the parties:

G6.09 ***Dispute Resolution***

A. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a method mutually agreeable to the OWNER and ENGINEER.

TEMPLATE

This is **EXHIBIT H**, consisting of two (2) pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated** _____, _____.

Initial:
OWNER _____
ENGINEER _____

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of _0%_ DBE utilization on this contract.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

TEMPLATE

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: ________________________________

Address: ____________________________________

City: _______________________ State: ________ Zip: ____________

Name of DBE firm: _________________________________

Address: ____

City: _______________________State: _______ Zip: ___________

Telephone: ___________________

Description of work to be performed by DBE firm:

- -

- -

- -

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ ___________ or ______%.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value or percentage as stated above.

By ____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

TEMPLATE

This is **EXHIBIT I**, consisting of one (1) page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated** _____, _____.

Initial:
OWNER _____
ENGINEER _____

ALABAMA PORT AUTHORITY Drawing and Data Delivery Policy

Purpose

To ensure that drawings, Geographic Information System (GIS) and geospatial data provided to the ALABAMA PORT AUTHORITY (APA) comply with applicable APA standards.

Scope

All employees, contractors, and vendors of APA.

Policy Statement

APA maintains a robust Esri based GIS. The following standards have been established to provide administrative and technical guidance for all users of GIS within APA as well as outside consultants, vendors, and others.

- APA GIS Standards for CAD
- APA Geospatial Data Delivery Standards
- APA Metadata Standards

Agreement Language

APA departments and project teams seeking to obtain contracted services shall consult with the Sr. GIS Specialist and APA GIS Technical Committee for vetting of approach during project scoping prior to project kickoff and to ensure the following language is included in all applicable solicitations and agreements. Applicable projects would include construction and demolition projects, however, may include other projects and services as vetted by the afore mentioned.

Drawings, Geographic Information Systems (GIS), and Geospatial Data
All Computer Aided Design (CAD) based final submittals shall include deliverables completed using APA GIS Standards for CAD and layer/block protocols including minimum CAD metadata. These may include site plans, derivative drawings, record drawings, survey drawings, as-builts, and other civil "plan view" drawings (perpendicular to the surface of the earth). These GIS compliant deliverables are not expected nor intended to replace planned deliverables (i.e. those that would normally be submitted as per standards of practice) but as supplementary deliverables.

All GIS and other geospatial data (e.g. captured through remote sensing, GNSS, etc.) delivered to the port shall comply with any schema and data specifications provided or prescribed by APA, as well as APA Geospatial Data Delivery Standards and APA Metadata Standards.

Questions or Exemption Requests must be submitted to the APA Sr. GIS Specialist at GIS@alports.com for review prior to project initiation for a decision before delivery.

APA GIS Standards for CAD, APA Geospatial Data Delivery Standards, and APA Metadata Standards can be found at https://www.alports.com/procurement or obtained from the APA Project Manager.

TEMPLATE