**MC**

Revised 1/2024

Date

 ,

Director

Alabama Department of Transportation

Montgomery, AL 36130

Re: Project

Tract

County

Dear Mr. :

This is to advise that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ proposes to perform the following services:

 .

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

The fee for the performance of the above services shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . Total amount not to exceed $1500.00.

This contract will terminate one year from its date above written. Exhibit “M” & Exhibit “N” are attached hereto as a part hereof.

**EQUAL RIGHTS PROVISIONS:**

1. **Compliance with Regulations:** The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by CFR 710.405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by him after award and prior to completion of the contract work, does hereby agree that no person, on the grounds of race, color, national origin, religion, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the area herein described, and the Contractor shall in all respects comply with Title VI of the Civil Rights Act of 1964 and 49 C.F.R. Section 21.5 as amended, Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said regulations may be amended and with applicable sections of the Americans with Disabilities Act, 42 U.S. C. 12101, et seq. (1990).
3. **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the contractor of the contractor's obligations under this contract and, the Regulations relative to nondiscrimination on ground of race, color, religion, sex or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Alabama Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Alabama Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts he has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions provided for herein, the Alabama Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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

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

1. **Incorporation of Provisions:** The contractor will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract, procurement or lease as the Alabama Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however that, in the event a contractor becomes involved in, or is threatened with, litigation with subcontractors, supplier or lessor as a result of such direction, the contractor may request the State and, in addition, the contractor may request the United States to enter into such litigation as to protect the interests of the United States.

**Participation by Disadvantaged Business Enterprises in Federal-Aid Programs**

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

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

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

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

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

This letter shall be a binding agreement upon execution by the Director of the Alabama Department of Transportation and approval of the Governor of Alabama with the further understanding that it may be cancelled by either party on five days' written notice to the other party.

 Legal Name of Company

Recommended: Signed:

(Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

, Region Engineer

 STATE OF ALABAMA, Acting by and through

 the Alabama Department of Transportation

Recommended for Approval:

Accepted:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

Philip A. Shamburger John R. Cooper, Transportation Director

Right of Way Bureau Chief

 This contract to be paid from available Federal

 Aid funds and/or State Public Road & Bridge Funds.

This contract has been legally reviewed

and approved as to form.

By:

 Legal Counsel for

 Alabama Department of Transportation

The within and foregoing AGREEMENT is hereby approved on this day of , 20 \_\_\_.

Kay Ivey, GOVERNOR OF ALABAMA

EXHIBIT “M”

7/18/90

(For Attachment to All Contracts)

CERTIFICATION

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title, 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000.00, and that all such subrecipients shall certify and disclose accordingly.

Rev. 2/15/95

EXHIBIT “N”

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

ALTERNATIVE DISPUTE RESOLUTION

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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