LOCAL GOVERNMENT

AND

ENGINEERING FIRM

THIS AGREEMENT, entered into as of this day of \_\_\_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein called the **ENGINEER**) and the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ALABAMA (herein called the **LOCAL GOVERNMENT**) concerns

Community Development Block Grant Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, the **LOCAL GOVERNMENT** desires to engage the **ENGINEER** to render professional engineering services, hereinafter described in connection with the ALABAMA COMMUNTY DEVELOPMENT BLOCK GRANT PROGRAM as requested by the **LOCAL GOVERNMENT** officials.

NOW, THEREFORE, the **LOCAL GOVERNMENT** and the **ENGINEER** do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF ENGINEER

The **LOCAL GOVERNMENT** agrees to engage the **ENGINEER** and the **ENGINEER** hereby agrees to perform professional services connected with the **LOCAL GOVERNMENT’S** Alabama Community Development Block Grant Program, hereinafter stated which include normal civil, structural, mechanical and electrical engineering services and normal architectural services incidental thereto.

ARTICLE II - SCOPE OF SERVICES FOR ENGINEERING SERVICES

1. Basic Services: The **ENGINEER** shall provide professional and technical engineering assistance to the **LOCAL GOVERNMENT** to include, but not necessarily be limited to, the activities described in Exhibit A. Project description is included herein as Exhibit A.
	1. Final Design Phase
		1. The **ENGINEER** will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents for the project.
		2. Prior to the advertisement for bids, the **ENGINEER** will provide two (2) copies of construction documents for review and approval by the **LOCAL GOVERNMENT**.
		3. Prior to the advertisement for bids, the **ENGINEER** will assist the **LOCAL GOVERNMENT** in obtaining all necessary permits and concurrences from appropriate Federal, State and local agencies.
		4. The **ENGINEER** shall identify all parcels of property required for acquisition (including easements, rights-of-way, etc.) in connection with the subject public improvements, and provide such maps, plats and legal descriptions in a form as may be required to subsequently appraise and acquire said parcels in accordance with established State requirements. The cost of preparing these descriptions, maps, etc., shall be included in the basic compensation paid to the **ENGINEER**.
	2. Bidding Phase
		1. The **ENGINEER** will furnish copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the **ENGINEER** will furnish to the **LOCAL GOVERNMENT** five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the **ENGINEER**.
		2. The **ENGINEER** will prepare the advertisement for bid(s), and submit a copy for review by the **LOCAL GOVERNMENT’S** representative prior to its publication.
		3. The **ENGINEER** will attend the bid opening and tabulate the bid proposals, prepare a certified bid tabulation and make recommendations for awarding contracts for construction.
	3. Construction Phase
		1. The **ENGINEER** will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
		2. The **ENGINEER** will interpret the intent of the drawings and specifications to protect the **LOCAL GOVERNMENT** against defects and deficiencies in construction on the part of the contracts. The **ENGINEER** will not, however, guarantee the performance by any contractor.
		3. The **ENGINEER** will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
		4. The **ENGINEER** will provide general engineering review of the work of the contracts as construction progresses to ascertain that the contractor is conforming to the design concept.
		5. The **ENGINEER** will be responsible for reviewing contractor’s pay estimates for accuracy, progress, etc. The **ENGINEER** shall approve of all contractor’s pay estimates in writing prior to submitting said estimates to the **LOCAL GOVERNMENT** for payment.
		6. The **ENGINEER** will prepare necessary contract change orders for approval of the **LOCAL GOVERNMENT** on a timely basis.
		7. The **ENGINEER** will conduct a final inspection of the project an issue a “Final Inspection Certification” upon the project’s completion.
		8. The **ENGINEER** will provide the **LOCAL GOVERNMENT** with one set of reproducible record (as-built) drawings.
		9. The **ENGINEER** will advise the contractor as to the required notice of completion advertisements.
		10. The **ENGINEER** further agrees to obtain and maintain, at the **ENGINEER’S** expense, such insurance as will protect the **ENGINEER** from claims under the Workman’s Compensation Act and such comprehensive general liability insurance as will protect the **LOCAL GOVERNMENT** and the **ENGINEER** from all claims for bodily injury, death or property damage which may arise from the performance by the **ENGINEER** or by the **ENGINEER’S** employees of the **ENGINEER’S** functions and services required under this Agreement.
		11. The **ENGINEER** agrees to be available for consultation with the **LOCAL GOVERNMENT** throughout the one (1) year warranty period and agrees to work with the **LOCAL GOVERNMENT** and Contractor to resolve any warranty issues that may arise.
2. Resident Inspection Services: If requested by the **LOCAL GOVERNMENT** or recommended by the **ENGINEER** and agreed to in writing, a Resident Project Representative(s) will be furnished and directed by the **ENGINEER** to provide more extensive representation at the project site during the Construction Phase.

The duties, responsibilities, and limitations of authority of the Resident Project Representative(s) will be set forth in EXHIBIT C which is to be identified, attached to and made a part of this Agreement. Payment for Resident Inspection Services will be paid for as set forth in Article V.

1. Additional Services: If authorized in writing by the **LOCAL GOVERNMENT** the **ENGINEER** shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the **LOCAL GOVERNMENT** and the **ENGINEER**, and written authorization from the **LOCAL GOVERNMENT** to proceed, the **ENGINEER** will provide the additional service.

ARTICLE III - PERIOD OF SERVICE

**ENGINEER’S** obligation to provide services as contained in Article II and attachments thereto, will extend for a reasonable period for the design, award of contracts and construction of the project and required extensions thereto.

Upon notice from the **LOCAL GOVERNMENT**, **ENGINEER** shall proceed with the performance of the services called for in the Final Design Phase, so as to deliver contract documents and a revised opinion of probable project cost for all authorized work on the project within \_\_\_\_\_\_ calendar days after the authorization to proceed with that phase of services.

After acceptance of the contract documents and **ENGINEER’S** most recent opinion of probable project cost and upon written authorization to proceed, **ENGINEER** shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.

Advertisements for bids on the Project(s) must be made before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon-written approval by **ENGINEER** of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts, if the project involves more than one prime contract.

Construction must begin before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Delivery of data required under Article II.A. of this Contract shall be made before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The **ENGINEER** will be guaranteed access to enter upon public and private property to perform his services.

Services to be provided shall commence upon grant approval by the State of Alabama and execution of this document and will continue for a reasonable period of time until all specifications of the proposed Alabama Community Development Block Grant Program have been completed. This contract shall terminate upon final closeout approval of the project by the Alabama Department of Economic & Community Affairs.

ARTICLE IV - GENERAL PROVISIONS

1. Personnel: The **ENGINEER** warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.
2. Office Space: The **ENGINEER** agrees to provide and maintain the office space and facilities required to perform all services as called for under this agreement, at no expense to the **LOCAL GOVERNMENT**.
3. Information and Materials: The **LOCAL GOVERNMENT** agrees to make available to the **ENGINEER** any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the CDBG Program of the **LOCAL GOVERNMENT**, at no expense to the **ENGINEER**. The **LOCAL GOVERNMENT** shall furnish special data as required to complete the project and not covered under Attachment A.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement, the **LOCAL GOVERNMENT** agrees to pay the **ENGINEER** for that portion of the fee attributable to the services rendered (as described in Article II of this agreement). Such reimbursements shall be payable upon presentation of written statements certifying such amounts as are due and payable. The total amount of reimbursement to be paid under this Agreement shall be $ (flat fee). Sixty percent (60%), ($ fee amount), of the total amount of reimbursement will be paid during the project design phase of the project. Thirty percent (30%), ($ fee amount), of the total amount of reimbursement will be paid on a proportionate basis during the project construction. Ten percent (10%), ($ fee amount), of the total amount of reimbursement will be paid when the Final Inspection Certification has been accepted by the Alabama Department of Economic and Community Affairs.

For the additional service(s) of (insert additional service(s)), the **LOCAL GOVERNMENT** agrees to pay the **ENGINEER** the flat fee amount of ($ fee amount).

ARTICLE VI - TERMS AND CONDITIONS

1. Termination of Contract: A clause addressing a termination for cause and convenience must be included in all contracts in excess of $10,000. The following apply to termination under this contract, whether termination by the **ENGINEER** of the **LOCAL GOVERNMENT**. The performance of work under this contract may be terminated in whole or part for the following circumstances:
	1. Termination for Cause: If through any cause, the **ENGINEER** shall fail to fulfill in a timely manner its obligations under this contract, or if the **ENGINEER** shall violate any of the covenants, agreements or stipulations of this contract, and such failure or violation is not corrected within fifteen (15) days after such notice is given to the **LOCAL GOVERNMENT**, the **LOCAL GOVERNMENT** shall thereupon have the right to immediately terminate this contract by giving written notice to the **ENGINEER** of such termination and specifying the effective date of such termination.
	2. Termination for Convenience: This contract may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the **ENGINEER** under this contract shall, at the option of the **LOCAL GOVERNMENT**, and if in accordance with applicable State and Federal regulations, become the property of the **LOCAL GOVERNMENT**. The **ENGINEER** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

1. Changes: The **LOCAL GOVERNMENT** may, from time to time, request changes of the **ENGINEER** in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the **ENGINEER’S** compensation, which is mutually agreed upon by and between the **LOCAL GOVERNMENT** and the **ENGINEER**, shall be incorporated in written amendments to this contract. The contract may be extended under mutually agreed provisions, through a written amendment to this document.
2. Assignability: The **ENGINEER** shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the **LOCAL GOVERNMENT**: provided, however, that claims for money by the **ENGINEER** from the **LOCAL GOVERNMENT** under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the **LOCAL GOVERNMENT**.
3. Reports and Information: The **ENGINEER**, at such times and in such forms as the **LOCAL GOVERNMENT** may require, shall furnish to the **LOCAL GOVERNMENT** such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
4. Findings Confidential: All of the reports, information, data, etc., given to or prepared or assembled by the **ENGINEER** under this contract are confidential and the **ENGINEER** agrees that they shall not be made available to any individual or organization without the prior written approval of the **LOCAL GOVERNMENT**.
5. Publication, Reproduction and Use of Material: No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the **ENGINEER** in the United States or in any other country. The **LOCAL GOVERNMENT** shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
6. Compliance with Local Laws: In addition to the provisions provided herein, the **ENGINEER** shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and **LOCAL GOVERNMENTs**, including, but not limited to, the Alabama Competitive Bid Law (§41-16-1 et seq, Code of Alabama 1975), the Alabama Public Works Law (§39-1-1 et seq, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§36-25a-1 et seq, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§31-13-1, et seq, Code of Alabama 1975).
7. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours and as often as the **LOCAL GOVERNMENT** may deem necessary, the **ENGINEER** shall make available to the **LOCAL GOVERNMENT** for examination all of its records with respect to matters covered by this contract and will permit the **LOCAL GOVERNMENT** to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The **ENGINEER** shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of five (5) years following completion of the contracted works and expiration of the contract, unless written permission to destroy them is granted by the **LOCAL GOVERNMENT**.

1. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Section 109 of the Housing and Community Development Act of 1974: No officer in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with finds made available under this title.
3. Interest of Members of The **Local Government** and Other Local Public Officials: No officer, member or employee of the **LOCAL GOVERNMENT** and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, directly or indirectly, in this contract or the proceeds thereof. The **ENGINEER** shall take appropriate steps to assure compliance.
4. Interest of the ENGINEER: The **ENGINEER** covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The **ENGINEER** further covenants that in the performance of this Contract, no person having any such interest shall be employed.
5. Officials Not To Benefit: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
6. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to contracts $2,500 or greater):
	1. The **ENGINEER** will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The **ENGINEER** agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
	2. The **ENGINEER** agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
	3. The **ENGINEER** agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the **ENGINEER’S** obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
	4. The **ENGINEER** will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The **ENGINEER** will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.
7. Age Discrimination Act of 1975: (Applicable to Contracts of $2,000 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in activities receiving Federal financial assistance.
8. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities:
	1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Economic and Community Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment to be given lower income residents of the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
	2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
	3. The **ENGINEER** will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
	4. The **ENGINEER** shall include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The **ENGINEER** will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
	5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
9. Section 3 Plan Format (For Contracts of $10,000 and greater): **ENGINEER** agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the jurisdiction of the **LOCAL GOVERNMENT**.
	1. To ascertain from the locality’s CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
	2. To attempt to recruit from within the locality the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
	3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
	4. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
	5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than $10,000 will be exempt.
	6. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program, if formal agreements are in existence.
	7. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
	8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
	9. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
	10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officer of the **ENGINEER**, we, upon execution of this contract, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

1. Section 402 Veterans of the Vietnam Era (if $10,000 or over): Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:
	1. The **ENGINEER** will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment qualified. The **ENGINEER** agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veteran of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
	2. The **ENGINEER** agrees that all suitable employment openings of the **ENGINEER** which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service system wherein the opening occurs. The **ENGINEER** further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs 4 and 5.

* 1. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non—veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing therein is intended to relieve the **ENGINEER** from any requirements in Executive Orders or regulations regarding non—discrimination in employment.
	2. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the **ENGINEER** has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring local (1) the number of individuals hired during the reporting period; (2) the number of nondisabled veterans of the Vietnam era hired; (3) the number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The **ENGINEER** shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or one of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
	3. Whenever the **ENGINEER** becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the **ENGINEER** is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system when it is no longer bound by the contract clause.
	4. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, The District of Columbia, Puerto Rico, Guam and the Virgin Islands.
	5. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the **ENGINEER** proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer—union arrangement for that opening.
	6. As used in this clause:
		1. “All suitable employment openings” includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than $25,000 per year. This term includes full—time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the **ENGINEER** proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
		2. “Appropriate office of the State Employment Service system” means the local office of the Federal State national system of public employment offices with assigned responsibility for serving the areas where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

* + 1. “Openings which the **ENGINEER** proposed to fill from within his own organization” means employment openings for which no consideration will be given to person outside the **ENGINEER'S** organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the **ENGINEER** proposes to fill from regularly established “recall” lists.
	1. The **ENGINEER** agrees to comply with the rules, regulations and relevant orders of Secretary of Labor issued pursuant to the Act.
	2. In the event of the **ENGINEER'S** noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
	3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by their Director, provided by or through the contracting officer. Such notice shall state the **ENGINEER'S** obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
	4. The **ENGINEER** will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
	5. The **ENGINEER** will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that provisions will be binding upon each subcontractor or vendor. The **ENGINEER** will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

In addition to the foregoing requirements, all nonexempt **ENGINEERS** and subcontractors shall furnish to the **LOCAL GOVERNMENT** the following:

* + 1. A stipulation by the **ENGINEER** or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
		2. Agreement by the **ENGINEER** to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c—8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
		3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
		4. Agreement by the **ENGINEER** that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requirement that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.
	1. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention.
		1. Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures).

The construction or rehabilitation of residential structures is subject to the HUD Lead—Based Paint regulations, 24 CFR Part 35. The **ENGINEER** and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of inspections and certifications required under Section 3.14 (f) thereof.

* + 1. Use of Explosives (modify as required).

When the use of explosives is necessary for the prosecution of the work, the **ENGINEER** shall observe all local, State and Federal laws in purchasing and handling of explosives. The **ENGINEER** shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

1. Executive Order 11246 – Section 202 Equal Opportunity Clause (if over $10,000):

During the performance of this Contract, the **ENGINEER** agrees as follows:

The **ENGINEER** will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The **ENGINEER** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The **ENGINEER** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the **LOCAL GOVERNMENT** setting forth the provisions of this non-discrimination clause.

The **ENGINEER** will, in all solicitation or advertisements for employees placed by or on behalf of the **ENGINEER**, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, or national origin.

The **ENGINEER** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be finding upon each subcontractor, provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials.

The **ENGINEER** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The **ENGINEER** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the **LOCAL GOVERNMENT** or its designated representative and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the **ENGINEER’S** noncompliance with the compliance clause of this contract or with any applicable rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the **ENGINEER** may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order or the Secretary of Labor, or as otherwise provided by law.

The **ENGINEER** shall include the provisions of all paragraphs cited under this section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **ENGINEER** will take such action with respect to any subcontract or purchase order as the **LOCAL GOVERNMENT** may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **ENGINEER** becomes involved as a result of such direction by the **LOCAL GOVERNMENT**, the **ENGINEER** may request the United States to enter such litigation to protect the interests of the United States.

1. Special Equal Opportunity Provisions (if less than $10,000): For contracts not subject to the provisions as set forth in Executive Order 11246, the **ENGINEER** agrees as follows:

The **ENGINEER** shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The **ENGINEER** will take affirmative action steps; where applicable, to ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to race, creed, sex, color, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The **ENGINEER** shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The **ENGINEER** shall state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, or national origin.

The **ENGINEER** shall incorporate the foregoing provisions in all subcontracts.

1. Beason – Hammon Act: By signing this contract, grant, or other agreement, 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. A completed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act is included with this contract.

 ARTICLE VII - RESPONSIBILITY OF THE ENGINEER

The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this agreement. The **ENGINEER** shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

The **ENGINEER** shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable Department of HUD and State of Alabama Community Development Program Regulations in effect on the date of execution of this agreement.

The **LOCAL GOVERNMENT’S** approval of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of responsibility for the technical adequacy of his work. Neither the **LOCAL GOVERNMENT’S** review, approval, or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.

The **ENGINEER** shall be and shall remain liable, in accordance with applicable law, for all damages to the **LOCAL GOVERNMENT**, State of Alabama, and Department of HUD caused by the **ENGINEER’S** negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the **LOCAL GOVERNMENT**, **LOCAL GOVERNMENT** furnished data or any third party. The **ENGINEER** shall not be responsible for any time delays in the project caused by circumstances beyond the **ENGINEER’ S** control.

ARTICLE VIII - SUBCONTRACTS

Any subcontracts and outside associates or consultants required by the **ENGINEER** in connection with services under this agreement, will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the **LOCAL GOVERNMENT** specifically authorizes in writing during the performance of this agreement. The **LOCAL GOVERNMENT** must give prior approval for all substitution in, or additions to, such subcontractors, associates, or consultants.

The **ENGINEER** may not subcontract services to subcontractors or consultants without the **LOCAL GOVERNMEN**T’S prior written consent.

IN WITNESS WHEREOF, the **LOCAL GOVERNMENT** and the **ENGINEER** have executed this agreement as of the date first above written.

|  |  |
| --- | --- |
| **LOCAL GOVERNMENT** | **ENGINEER** |
| ATTEST: | ATTEST: |
|  |  |
| (Name) | (Name) |
|  |  |
| (Title) | (Title) |
|  |  |
| (Date) | (Date) |

EXHIBIT A

PROJECT DESCTIPTION:

EXHIBIT B

DUTIES AND RESPONSIBILITIES OF RESIDENT PROJECT REPRESENTITIVE

The **ENGINEER** shall provide a full-time resident inspector to guide and monitor all aspects of the construction work being carried out on the subject project. The **ENGINEER** shall report frequently to the **LOCAL GOVERNMENT** concerning the accuracy, timeliness, quality, cost controls, workmanship and other factors of the Contractor's work. The **ENGINEER** shall be responsible for ensuring that the construction activities be completed within the **LOCAL GOVERNMENT’S** established budget to the fullest extent practical. It shall be the **ENGINEER’S** responsibility to approve/disapprove all contractor cost estimates, and to prepare and justify all change orders.