

**CONTRACT FOR ENGINEERING SERVICES
RECREATIONAL TRAILS PROGRAM GRANT
CITY OF GULF SHORES
RTP PROJECT NO. 20-RT-50-04**

This contract for professional services is by and between The City of Gulf Shores, Alabama (hereinafter called the "Owner"), acting herein by Robert Craft, Mayor, hereunto duly authorized and Civil Southeast, LLC.

WITNESSETH THAT:

WHEREAS, the Owner has entered into an agreement with the State of Alabama, Department of Economic and Community Affairs for the implementation of a Recreational Trails Program grant (RTP Project Number: 20-RT-50-04); and

WHEREAS, the Owner desires to engage the Engineer to render professional services, hereinafter described in connection with the implementation of its Recreational Trails Program project:

NOW THEREFORE, the Owner and the Engineer do mutually agree as follows:

ARTICLE 1. BASIC SERVICES.

The ENGINEER shall provide the OWNER the following basic professional engineering and inspection services:

1.1 The ENGINEER shall prepare all bid documents and supervise the bidding process in accordance with Local, State, and Federal regulations.

1.2 The ENGINEER will participate in a Pre-Construction Conference prior to commencement of Construction at the Site.

1.2 The ENGINEER will complete and maintain full and accurate daily record of all activities and events relating to the PROJECT.

1.3 The ENGINEER will complete and maintain PROJECT Diaries and Inspector's Daily Reports.

1.4 The ENGINEER will maintain a PROJECT log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.

1.5 The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractor(s). The ENGINEER will not, however, guarantee the performance by any contractor.

1.6 The ENGINEER will provide construction observation of the work of the contractor as construction progresses. The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER's performance of such detailed construction inspection. The ENGINEER's

undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.

1.7 The ENGINEER will provide the OWNER with as-build drawings at the completion of construction

1.8 The ENGINEER shall have no responsibility for any contractors' means, methods, techniques, equipment choice and usage. However, ENGINEER shall have the authority to reject work which does not conform to the Contract Documents.

1.9 The ENGINEER will prepare estimates for progress and final payments.

1.10 The ENGINEER/OWNER will make a final review of the completed improvements to assess compliance with the Contract Documents, including plans and specifications, and will make necessary recommendations to the OWNER.

1.11 The ENGINEER will assist OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor for a period of one (1) year after the date of the final inspection and acceptance of the facility by the OWNER.

ARTICLE 2. RESPONSIBILITIES OF THE OWNER.

The OWNER shall provide for the ENGINEER the following information and shall do the following:

2.1 The OWNER shall provide all criteria and full information as to the OWNER's requirements for the project and shall furnish all ADECA design and construction standards which the OWNER will require to be adhered to by the Contractor.

2.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the project.

2.3 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property and perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement.

2.4 The OWNER shall designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information.

2.5 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, as well as such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

ARTICLE 3. PERIOD OF SERVICE.

3.1 Engineer's obligation to provide services as contained in Article I and attachments thereto, will extend for a reasonable period for the design, award of contracts and construction of the Project and required extensions thereto.

3.2 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 there under shall be considered complete upon commencement of the Construction Phase.

3.3 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 of the last prime contract to be completed.

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

3.5 The Period of Service for Resident Project Observation services and the Engineer's services during the Construction Phase shall conclude at the completion time for the appropriate construction contract(s) as established in the construction contract documents. Time extensions or time overruns on the construction contract may require an extension to the Period of Service.

ARTICLE 4. COMPENSATION.

4.1 The Owner agrees to pay the Engineer, in cash, total compensation of **forty-three thousand seven hundred dollars (\$43,700.00)** for Engineering Services to be paid in monthly installments as work progresses for work outlined in Article 1.

4.2 The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, that are mutually agreed upon by the Owner and the Engineer, shall be incorporated in written amendments to this Agreement.

ARTICLE 5. RELATIONSHIP OF THE PARTIES.

5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless

from any and all claims, suits, damages and expenses, including but not limited to attorney's fees, resulting from or based upon ENGINEER's actions as OWNER's representative.

5.2 Neither party is to represent to others that the relationship between them is other than as stated above.

5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, ENGINEERS, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.

ARTICLE 6. LIABILITY AND INDEMNITY.

6.1 The ENGINEER will not be responsible for delays or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.

6.2 OWNER may not utilize ENGINEER's construction cost estimate after thirty calendar days from the date of delivery to OWNER without ENGINEER's written consent. Estimates of cost are made on the basis of the ENGINEER's experience, qualifications, and professional judgment, but since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by ENGINEER. Approvals, recommendations, estimates and decisions by the ENGINEER are made on the basis of the ENGINEER's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

6.3 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or

professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract value of this Agreement or the limits of the ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

6.4 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

6.5 The OWNER shall make no claim for professional negligence, either directly or by way of a cross complaint against the ENGINEER unless the OWNER has first provided the ENGINEER with a written certification executed by an independent ENGINEER currently practicing in the same discipline as the ENGINEER and licensed in the State of Alabama. This certification shall: a) contain the name and license number of the certifier, b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for an ENGINEER performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided by the ENGINEER not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration

ARTICLE 7. OWNERSHIP AND USE OF DOCUMENTS.

7.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.

7.2 Copies of documents that may be relied on 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.

7.3 OWNER may make and retain copies of documents for information and reference in connection with the services by ENGINEER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services 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 ENGINEERS. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's ENGINEERS from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

7.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.

ARTICLE 8 - TERMS AND CONDITIONS

Federal Guidelines Applicable to Professional Services Contracts

TERMINATION OF CONTRACT FOR CAUSE/BREACH OF CONTRACT:

If through any cause, the Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Engineers shall violate any of the covenants, agreements or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys, drawings, maps models, photographs and reports prepared by the Engineer under this Contract shall; at the option of the Owner, become its property and the Engineer under this Contract be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents of materials.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of an breach of the Contract by the Consultant, and the Owner may withhold any payments to the Engineer for the purpose of set-off until such time as the exact amount of damages due the Owner from the Engineer is determined.

TERMINATION FOR CONVENIENCE OF THE OWNER

The Owner may terminate this Contract at any time by giving at least thirty (30) day notice in writing to the Engineer. If the Contract is terminated by the Owner as provided herein, the Engineer will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, the preceding paragraph relative to termination shall apply. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the OWNER, become its property.

If the contract if terminated by the Owner as provided herein, the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Engineer shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Engineer during the Contact period which are directly attributable to the uncompleted portion of the services covered by this contract. If this Contract is terminated due to the fault of the Engineer, the above clause relative to termination shall apply.

CHANGES

The Owner may from time to time request changes in the scope of services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Engineer's compensation, which are mutually agreed upon by and between the Owner and the Engineer, shall be incorporated in written amendments to the Contract. The contract may be extended under mutually agreed provisions, through a written Amendment to this document.

PERSONNEL

The Engineer represents that he has, or will secure at his own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All of the services required hereunder will be performed by the Engineer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform said services. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each and every provision of the Contract, where applicable.

ASSIGNABILITY

The Engineer shall not assign any interest in the Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Owner thereto; provided however, that claims for money by the Engineer from the Owner 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 furnished promptly to the Owner.

REPORTS AND INFORMATION

The Engineer, at such times and in such form(s) as the Owner may require, shall furnish the Owner 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 matters covered by this Contract.

FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Engineer under the provisions of this Contract are confidential and the Engineer agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

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 Owner 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.

COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State of Alabama and local jurisdictions, and the Engineer shall hold the Owner harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

ACCESS TO RECORDS

The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds; both LWCF and non-LWCF shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five (5) years after the expiration of this Contract unless permission to destroy them is granted by the Owner.

TITLE VI - CIVIL RIGHTS ACT OF 1964

Under Title VII 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.

CONFLICT OF INTEREST(S):

Interest of Members of a Board: No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of this program, shall have any personal financial interest, direct or indirect, in this Contract; and the engineer shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and implementation of this program, shall have any personal financial interest, direct or indirect, in this Contract; and the Engineer shall take the appropriate steps to assure compliance.

Interest of Engineer and Employees: The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

EXECUTIVE ORDER 11246 - SECTION 202 EQUAL OPPORTUNITY CLAUSE

(Applicable only if contract amount exceeds \$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 Owner 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 Consultant, 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 forgoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the forgoing 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 Owner 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 Consultant'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 of 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

Owner 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 Owner, the Engineer may request the United States to enter such litigation to protect the interests of the United States.

SPECIAL EQUAL OPPORTUNITY PROVISIONS (applicable to federally assisted construction contracts and related subcontracts of 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 be 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 incorporate the forgoing provisions in all subcontracts.

REHABILITATION ACT OF 1973, SECTION 504 HANDICAPPED (if \$2,500 or over).

The Engineer will not discriminate against any applicant for employment or employee 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 handicapped individuals without discrimination based upon their physical or mental handicap 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.

The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Owner or contract administrator for this program. Such notices shall state the Consultant'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.

The Engineer will notify each labor union representative of workers with which it has a collective

bargaining agreement or other contract understanding, that the Engineer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment qualified physically and mentally handicapped individuals.

The Engineer will include the provisions of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 503 of this Act, so that such provisions will be binding to 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.

AGE DISCRIMINATION ACT OF 1975 (for contracts exceeding \$2,000)

No person 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 during the implementation of this federally assisted program.

SECTION 402 - VETERANS OF THE VIETNAM ERA (for contracts exceeding \$10,000)

Affirmative Action for Disabled Veterans of the Vietnam Era:

The Engineer will not discriminate against any employee or applicant for employment because he or she is a disabled veterans or veteran of the Vietnam era 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 or otherwise treat qualified disabled veterans and veterans 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.

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 Engineer 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 list all 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 below.

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. This listing of

employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Engineer from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

The reports required in paragraph 2 of this clause shall include, but not be limited to, periodic reports that 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 location (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 of the Vietnam era hired, and (4) the total job training under 38 U.C.S. 1787. The Engineer shall submit a report within 30 days after the end of each reporting period wherein any performance is made on the Contract identifying data for each hiring location. Copies of these reports shall be 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 the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

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 of subsequent contracts. The Engineer may advise the State system when it is no longer bound by the contract clause.

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.

The provisions as set forth in 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.

As used in this clause:

"All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and no-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings where salary compensation is less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three day's duration, and part-time employment. It does not include 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 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.

"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 area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Engineer proposes to fill from within his own organizations" means employment openings for which no consideration will be given to persons 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.

"Openings which the Engineer proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Engineer proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Engineer and representatives of his employees.

The Engineer agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to this Act.

In the event of the Consultant's noncompliance with the requirements of this clause, actions from noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to this Act.

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 and through the contracting officer. Such notice shall state the Consultant'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 the applicants and employees.

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 Engineer 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.

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 relevant orders of the Secretary of Labor issued pursuant to this 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.

AUTHORIZATION

This contract is authorized by a resolution of The City of Gulf Shores adopted on _____, 2020.

Seal:

Attest:

City of Gulf Shores

Wanda Parris
City Clerk

Honorable Robert Craft
Mayor

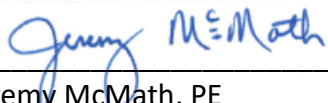
Seal:

Attest:

Civil Southeast, LLC



Alan Killen, P.E.



Jeremy McMath, PE
Manager