



REQUEST FOR QUALIFICATIONS

BY

JEFFERSON COUNTY OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

716 Richard Arrington Jr. Blvd N  
Suite A-430  
Birmingham, AL 35203

For

***QUALIFIED PROFESSIONAL ARCHITECT SERVICES***

**PROJECT TITLE: Warrior Storm Shelter II**

Jefferson County, Alabama

Date: February 11, 2015

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Jefferson County Alabama through the Office of Community & Economic Development has been awarded Federal Community Development Block Grant Disaster Recovery (CDBG-DR) funds from the U.S. Department of Housing and Urban Development (HUD) for the **Warrior Storm Shelter II**.

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

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

## **I. PROJECT DESCRIPTION**

The following is a description of the construction to be conducted: A dual purpose storm shelter.

## **II. SCOPE OF WORK**

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

1. Conduct or utilize a qualified firm to conduct a Phase I Environmental Assessment in accordance with 24 CFR Part 58.5(i) HUD Environmental Standards and the procedures for ASTM International Standard E1527-05. Consultant shall interpret Phase I Environmental Assessment report, give recommendations and/ resolutions.
2. Attend pre-design meetings to further develop the project scope. Prepare schematic design and design development.
3. Provide all professional and basic services necessary to produce all preliminary design plans for review and make recommended changes or adjustments and prepare final design plans and specifications in accordance with all municipal, county, state, and federal codes and requirements. Consultant shall provide (5) copies of plans to Jefferson County Department of Community and Economic Development. Consultant shall design a project to fit the budget or resources allocated to project.
4. Provide all Architect and/or surveying as required.

5. Produce and provide the bid package and plans for distribution during the bidding process. Submit three (3) sets to Jefferson County.
6. Respond to contractors' questions during the bid period.
7. Attend bid opening and read bids.
8. Submit Certified Bid Tabulation and letter of recommendation to the County.
9. Prepare construction contracts and documents for review and approval of the County prior to execution.
10. Attend pre-bid and pre-construction conference in Jefferson County.
11. Interpret plans and specifications for the contractor.
12. Provide observation and inspection of construction and submit reports to the County.
13. Review and make recommendations to the County concerning contractor progress payments.
14. Review and process contractor change orders if needed and submit to the County for approval.
15. Provide all necessary interim and final inspections of contractor's work.
16. Be available for advice and consultation to the County during the life of the contract and during construction.
17. Attend the final walk through with the County.
18. Prepare the necessary punch list and ensure completion of any punch list items.
19. Submit to the County close-out documents and warranty items from the contractor.
20. Prepare record drawings of construction and submit two (2) full sets to the County.
21. If required, attend meetings of the County Commission and/or municipality.

**III. QUALIFICATION REQUIREMENTS** – This request for QUALIFICATIONS is being released on February 11, 2015. The outside of the envelope shall be clearly marked:

**“QUALIFICATION FOR ARCHITECT SERVICES FOR JEFFERSON COUNTY,  
ALABAMA  
Warrior Storm Shelter II**

- A. Due to the requirements of this request emailed or faxed qualifications will not be accepted. Late qualifications will not be considered.
- B. The County will inform firms to be interviewed of the exact time and place of the interview at a later date.
- C. **CONTENT OF QUALIFICATIONS** – The following content will be evaluated as used as the basis for selecting firms to be interviewed and the final selection of an Architect firm/individual. Qualifications shall be arranged in the following order and be organized for ease of understanding:

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

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

4. **Previous Experience:** containing:

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

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

5. **Certifications**

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

Sealed qualifications will be received in the Jefferson County Office of Community & Economic Development, 716 Richard Arrington Jr., Blvd. N., Suite A-430, Birmingham, AL 35203 before 5:00 p.m. Central Time on Friday, March 6, 2015. Failure of the qualifying entity to complete all of the required documents may result in rejection of the qualifications. All qualifications should be identified as "Sealed Qualifications – **Warrior Storm Shelter II**

**IV. FEDERAL FUND USAGE**

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

Correspondence, questions, and/or clarifications of the qualification procedure should be directed to: Alfonso Holt, Jefferson County Office of Community & Economic Development, 716 Richard Arrington Jr Blvd. N., Suite A-430, Birmingham, AL 35203, phone number (205) 325-5761, fax (205) 325-5095, e-mail [holta@jccal.org](mailto:holta@jccal.org)

## **V. SELECTION PROCESS**

1. Following a review of the qualifications by the Community Development Specialist, the qualifications shall be further transmitted to the Selection Committee.
2. The Selection Committee may invite two or more qualifying entities to attend an interview at which time they will be contacted to schedule a time and location for the interview.
3. The Selection Committee will evaluate and rank firms accordingly.
4. Final rankings will be forwarded to the Director of Community & Economic Development for consideration.
5. The firm/individual selected will be asked to negotiate a final scope of work and price, and to develop a contract. Should negotiations fail to result in the development of a contract, the next highest ranking firm/individual will be offered the opportunity to continue the process. This method may continue until an agreement is reached and a contract negotiated.
6. The final contract must be approved by the Jefferson County Commission.
7. The cost incurred by Architects/firms in preparing the qualifications, or incurred in any manner in responding to the document, may not be charged to Jefferson County.
8. All Architects/firms will be notified of the results within thirty (30) days after the close of the request for qualifications period.

## **VI. PROTEST PROCEDURE**

Qualification protests shall be submitted in writing to:

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

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

**Jefferson County, Alabama**  
**Request for QUALIFICATIONS for Architect Services**  
**Warrior Storm Shelter II**  
**ARCHITECT EVALUATION CRITERIA**

The Selection Committee will screen and rank all qualification. Interviews may be conducted as part of the ranking process. Qualifications received in reply to this request will be evaluated using the following criteria and scored based on a maximum of 115 points. Price will not be a part of the Selection Committee’s selection criteria in the procurement of Architect services; rather, qualifications will be evaluated and the most qualified competitor will be selected, subject to negotiations of fair and reasonable compensation.

<b>Qualifications</b>	<b>Total Points</b>
1. Qualifications of the individual or firm	15
2. Applicant’s previous experience with federally funded projects and Federal Labor Standards/Davis Bacon	15
3. Demonstrated ability to meet project deadlines. Proposed work schedule. Time frame for delivery of service	25
4. Demonstrated ability of key personnel and construction management experience	10
5. Similar projects completed within the past 3 years	20
6. References of past clients	20
7. Financial responsibility and stability	10

**VII. TERMS**

- A. **Legal Compliance:** Work performed and plans produced shall comply with all state, environmental, statutory, legal process, OSHA, Davis Bacon and the Fair Labor Standards Act.
- B. **Acceptance of Qualifications:** The County reserves the right to reject any and all qualifications and to waive informalities, if, at its discretion, the interests of the county will be best served thereby.
  - a. The County reserves the right to negotiate the specified dollar amount, or any portion of that amount. The County reserves the right to negotiate contract changes following the award.
  - b. If there is any conflict between these documents and the RFQ, these documents shall control.
  - c. The County reserves the right to cancel this RFQ in writing or postpone the date and time for submitting qualifications at any time prior to the RFQ due date. The County reserves the right to stop the project if it is in the best interest of the County.
  - d. No Architect/firm shall have a right to make a claim against the County in the event the County accepts a qualification or does not accept any qualifications.
- C. **Validity of Qualifications:** Qualifications must be valid for at least 60 days.

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

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

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

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

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

**08-4**

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

**PURPOSE**

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

**I. PROCEDURE**

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

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

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

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

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

## **CODE OF CONDUCT**

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

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

## **SCOPE OF WORK**

An Architect firm is necessary for the design plans and specifications necessary to construct a dual purpose storm shelter. This project is being funded by Community Development Block Grant Disaster Recovery Fund.

Address: 698 Highway 31 Warrior, Alabama

The town has requested the following improvements be conducted: Dual purpose storm shelter.

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

Contact Person: Mayor Johnny Lee Ragland 205-647-0520

Location map is attached.

**APPENDIX A  
LOCATION MAPS**



## APPENDIX B

### GENERAL TERMS AND CONDITIONS

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

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

- (a) The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Agreement agree to comply with HUD'S regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The ARCHITECT/ENGINEER agrees to send to each labor organization or representative of workers with which the ARCHITECT/ENGINEER has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the ARCHITECT'S/ENGINEER'S commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The ARCHITECT/ENGINEER agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The ARCHITECT/ENGINEER will not subcontract with any subcontractor where the ARCHITECT/ENGINEER has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The ARCHITECT/ENGINEER will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Architect's/Engineer's obligations under 24 CFR part

135.

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

(2) Discrimination Prohibited

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

(3) Equal Employment Opportunity

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

(4) Retention of Records

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

(5) Assignment

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

(6) Ineligible Costs

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

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

- (g) Legislative Expenses: Salaries and other expenses of local governmental bodies such as county supervisor, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction.
- (h) Membership Expenses: Cost of membership in an organization which devotes a substantial part of its activities to influencing legislation.
- (i) Travel: Costs in excess of those allowed by the County for its equivalent employees. In any case, the difference in cost between first-class air accommodations and less than first-class air accommodations is not allowed except when less than first-class air accommodations are not available and is so documented.
- (j) Meeting Attendance: Costs of attending meetings which are not open for attendance on a non-segregated basis.

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

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

(8) Estimates

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

(9) Responsibility for Claims and Liability

The ARCHITECT/ENGINEER shall be responsible for all damage to life and property due to activities of the ARCHITECT/ENGINEER, his subcontractors, agents or employees, in connection with their service under this Agreement. The ARCHITECT/ENGINEER specifically agrees that his subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood that the ARCHITECT/ENGINEER shall indemnify and save harmless the County. Its elected officials and its employees from claims, suit action, damage and cost of every name and description resulting from the performance of the services of the ARCHITECT/ENGINEER under this Agreement, and such indemnity shall not be limited by reason of any insurance coverage provided. Public liability and property damage insurance in the amount of not less than \$200,000/\$200,000 (general aggregate) shall be

carried by the ARCHITECT/ENGINEER in a policy or policies, which shall specifically cover general liability as well as motor vehicle liability, without expense to the County.

(10) Liquidated Damages

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

(11) Personnel

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

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

(12) Coordination

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

(13) Prohibition Against Payments of Bonus or Commission

Funds provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining from the OWNER or the U.S. Department of Housing and Urban Development of this or future contracts or any other approval or concurrence of said agencies that may be required under this Agreement, Title I of the Housing and Community Development Act of 1974, as

amended, or the Department regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as contract costs.

(14) Interest of ARCHITECT/ENGINEER and Employees

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

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

(15) Subcontract Approval

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

(16) Amendments

This is the entire Agreement between the parties, and no alterations, changes or additions thereto shall be made, except in writing approved by all of the parties. The OWNER may, however from time to time, require changes in the scope of the services to be performed by the ARCHITECT/ENGINEER under this Agreement. Such changes shall be submitted to the ARCHITECT/ENGINEER in writing and approved by the ARCHITECT/ENGINEER and the OWNER. All such changes requiring and increase or decrease in the

ARCHITECT'S/ENGINEER'S compensation shall be in writing and mutually agreed upon between the OWNER and the ARCHITECT/ENGINEER, and same shall be incorporated into the written amendments to this Agreement.

(17) Copyrights

If this agreement results in a book or other copyrightable materials, the author is free to copyright the work, but the federal grantor and the commission reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and authorize the use of all copyrighted material and all material which can be copyrighted resulting from the agreement.

(18) Discovery or Invention

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

(19) Energy Efficiency

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

(20) Termination of Agreement for Cause

If through any cause, the ARCHITECT/ENGINEER shall fail to fulfill in a timely and proper manner their obligations under this Agreement or if the ARCHITECT/ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the OWNER shall thereupon have the right to terminate or suspend this Agreement by giving written notice to the ARCHITECT/ENGINEER of such termination or suspension and specifying the effective date thereof, at least fifteen (15) days before such effective date. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports prepared by the ARCHITECT/ENGINEER under this Agreement shall, at the option of the OWNER become its property; and the ARCHITECT/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 ARCHITECT/ENGINEER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Agreement by the ARCHITECT/ENGINEER and the OWNER may withhold any payments to the ARCHITECT/ENGINEER for the purpose of setoff until such time as the exact amount of damages due the OWNER from the ARCHITECT/ENGINEER is determined.

(21) Termination of Agreement for Convenience

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

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

For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

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

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

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

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

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

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

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

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

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

08-4

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

PURPOSE

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

I. PROCEDURE

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

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

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

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

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

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

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

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

JEFFERSON COUNTY, ALABAMA

Attest:

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

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

Attest:

\_\_\_\_\_

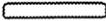
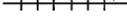
Architect

\_\_\_\_\_  
President

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

# APPENDIX C

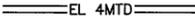
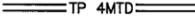
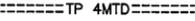
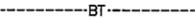
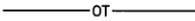
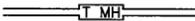
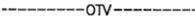
## TOPO

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

# UTILITIES

## EXISTING

## PROPOSED

		POWER POLE
		LIGHT POLE
		TELEPHONE POLE
		ANCHOR
		STUB (POWER)
		STUB (TELEPHONE)
		ELECTRIC DUCT
		DIRECT BURIAL ELECTRIC CABLE
		OVERHEAD ELECTRIC CABLE
		ELECTRIC MANHOLE
		TOWER
		TELEPHONE PEDASTAL
		TELEPHONE DUCT
		DIRECT BURIAL TELEPHONE CABLE
		OVERHEAD TELEPHONE CABLE
		TELEPHONE MANHOLE
		SANITARY SEWER
		STORM SEWER
		SEWER MANHOLE
		WATER MAIN
		WATER VALVE
		FIRE HYDRANT
		WATER METER
		GAS MAIN
		GAS VALVE
		GAS REGULATOR
		DIRECT BURIAL CABLE TV
		OVERHEAD CABLE TV

# ABBREVIATIONS

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

# ABBREVIATIONS (CONTINUED)

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

**APPENDIX D**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **CIVIL RIGHTS**

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

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

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

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

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

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

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

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

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

## **ACCESS TO RECORDS AND RETENTION**

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

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

## **CONFLICT OF INTEREST**

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

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

## **ANTI-LOBBYING CERTIFICATION**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL. “Disclosure Form to Report Lobbying” in accordance with its instructions.

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