



2400 5TH Avenue S, Suite 200 | Birmingham, Alabama 35233
Tel 205.879.4462 | GMCNETWORK.COM

TRANSMITTAL COVER SHEET

DATE: JUNE 25, 2026
TO: ALL PREQUALIFIED CONTRACTORS
FROM: KYONTA SMITH, AIA, PROJECT MANAGER
PROJECT: MIB RENOVATIONS
REID STATE TECHNICAL COMMUNITY COLLEGE
GMC PROJECT NO. ABHM250047
RE: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 4

ACKNOWLEDGEMENT OF RECEIPT:

PLEASE PRINT RECIPIENT'S NAME, FIRM, AND DATE RECEIVED.

THEN E-MAIL BACK TO kayla.thomas@gmcnetwork.com FOR OUR RECORDS AND TO ACKNOWLEDGE YOUR RECEIPT OF THIS ADDENDUM.

NAME (PLEASE PRINT)

FIRM (PLEASE PRINT)

DATE RECEIVED (PLEASE PRINT)

If there are any problems with this transmittal, please contact sender, at the number listed above.

ADDENDUM NUMBER 04

JUNE 25, 2026

**PROJECT: MIB RENOVATIONS
REID STATE TECHNICAL COMMUNITY COLLEGE
GMC PROJECT NO. ABHM250047**

AD4-1 GENERAL:

- A. The following revisions and/or additions to the Drawings and Project Manual are hereby made a part of same and shall be incorporated in the Work of the Contract the same as if originally included in the Bid and Construction Documents.
- B. Bidders shall acknowledge receipt of this Addendum in writing, as provided on the Proposal Form.
- C. When a revision and/or addition is called for to the Drawings or Project Manual, they shall be fully coordinated with and carried through all applicable Drawings and portions of the Project Manual, including in part, all related Civil, Landscaping, Architectural, Structural, Plumbing, Mechanical, Electrical, and other Documents.

AD4-2 PROJECT MANUAL AND SPECIFICATIONS:

- A. Reference **Front End Document – TABLE OF CONTENTS** and replace with attached revised document.
- B. Add New **Front End Document – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS.**
- C. Add New **Front End Document – BUY AMERICA PREFERENCE (BAP) CERTIFICATION.**
 - i. Required with Bid Proposal.
- D. Add New **Front End Document – DAVID BACON REQUIREMENTS.**
 - i. Required with Bid Proposal.
- E. Add New **Front End Document – FAR/DFARS CLAUSES/PROVISIONS FOR COMMERCIAL SUBCONTRACTS.**
 - i. Required with Bid Proposal.
- F. Add New **Front End Document – TERMS AND CONDITIONS.**

AD4-3 DRAWINGS:

ELECTRICAL DRAWINGS

- A. Reference **Sheet E1.11 – LIGHTING PLAN – LABS** and replace with attached revised document.
 - i. Provided notation for light fixtures for alternate
- B. Reference **Sheet E1.12 – LIGHTING PLAN -WELDING** and replace with attached revised document.
 - i. Provided notation for light fixtures for alternate

- C. Reference **Sheet E5.03 – LIGHTING SCHEDULES** and replace with attached revised document.
 - i. Provided light fixtures for alternate

AD4-4 MISCELLANEOUS:

- A. Bidding RFI Log

AD4-5 ATTACHMENTS:

- A. Acknowledgement of Addendum
- B. Bidding RFI
- C. Specs: Table of Contents, Supplemental Instructions to Bidders, Buy America Preference (BAP) Certification, David Bacon Requirements, FAR/DFARS Clauses/Provisions for Commercial Subcontracts, Terms and Conditions
- D. Revised Drawing Sheets: E1.11, E1.12, E5.03

END OF ADDENDUM NUMBER 04

PREPARED BY

GMC

2400 5th Avenue South, Suite 200 | Birmingham, Alabama 35233
Tel 205.879.4462 | GMCNETWORK.COM
GOODWYN MILLS CAWOOD, LLC.

| NO. | Asker | Question | ADD # | Response |
|--|-------|---|-------|---|
| <i>Questions received during the week of *DATE</i> | | | | |
| 1 | HH | Has anyone requested a site visit for the Reid State Community College Project in Evergreen? I could not remember if we were supposed to request it or if you all were going to set up a couple of visits with the school as discussed at the Prebid Meeting walk through. Please let us know when you have the chance. | 3 | See addendum 2 for scheduled site visit |
| 2 | HH | Refer to Sheet A2.01, the 700 Building north and west exterior elevations, the 700 Renovation Plan, Sheet A6.11, and Detail A1/A6.11. The exterior elevations and renovation plan identify new ESF-1 storefront windows located in new walls at the addition to the existing 700 Building, and Sheet A6.11 references Detail A1/A6.11 for the ESF-1 sill condition. Detail A1/A6.11 appears to show the brick, CMU, and sill conditions below the window sill as existing; however, we do not see where new cast stone water table sills are specified or clearly required at these new ESF-1 storefront locations. Please advise whether new cast stone sills are required at these locations, and if so, please clarify the required type, profile/shape, and size. | 3 | Cast stone sills are required at the 3 new ESF-1 windows. An updated detail and elevations provided. |
| 3 | HH | Soffit Detail A1 Material Layers and Framing Refer to Soffit Detail A1 on Sheet A5.01. The detail appears to show multiple layers of materials and/or sheathing in addition to the EIFS assembly at the soffit, fascia, under coping, and behind the parapet; however, the required materials for each layer and the associated metal framing descriptions and spacing are not clearly indicated. Please clarify the required material build-up for each layer at these conditions and provide the required metal framing sizes, gauges, and spacing. | 3 | Refer to G series sheet for all typical build-up of standard assemblies. Updated soffit detail also provided. |
| 4 | HH | Existing Soffit/Fascia Condition vs. New Soffit Detail A1 Refer to Soffit Detail A1 on Sheet A5.01 and the existing soffit and slanted metal fascia conditions. The existing metal soffit and slanted metal fascia condition does not appear to match the new Soffit Detail A1 condition, and we do not see where the existing soffit and slanted metal fascia are indicated to be demolished or modified to accommodate the new detail. Please clarify the required demolition and modification scope for the existing soffit and slanted metal fascia at these locations. | 3 | See new sheet A1.01A for demolition plans and details at existing metal fascia/soffit. |
| 5 | HH | Expansion Joint at Roof Detail G1 Existing Overhang Modification Refer to Expansion Joint at Roof Detail G1 on Sheet A5.01 and the demolition plans on Sheet A1.01. Detail G1 does not appear to indicate how the existing slanted metal soffit and overhang condition is to be modified or demolished to accommodate the new building additions, and this condition does not appear to be shown on the A1.01 demolition plans. Please provide details clarifying how the existing slanted metal soffit and overhang conditions are to be modified to accept the new design intent shown in Detail G1. | 3 | See new sheet A1.01A for demolition plans and details at expansion joint. |
| 6 | HH | Refer to Landscape Sheet L1.01 and Details 5 and 6 on Sheet L2.01. Sheet L1.01 calls for Ameristar Montage II ornamental fence, and Details 5 and 6 on Sheet L2.01 are labeled as Ameristar Montage II fence; however, the detail information appears to reference differing Ameristar fence grades, including Montage Industrial and Montage Plus, with differing picket, rail, and post sizes. We also do not see clarification indicating whether the fence is to be 3-rail or 4-rail, or confirming the required fence color/finish. Please confirm the required Ameristar fence grade, fence height, component sizes, rail configuration, and color/finish to be provided for the ornamental fence | 3 | See updated drawings |

| NO. | Asker | Question | ADD # | Response |
|-----|-------|--|-------|--|
| 7 | HH | Sheet A9.11 includes a requirement for "Welding Tables and Stools"; however, the product number listed for the welding table appears to conflict with the product description shown on the drawing. Based on the description provided, please confirm whether the welding table product number should be revised to Lincoln Electric K5248-5. Additionally, the heading references stools, but the bullet points do not clearly indicate whether stools are required. Please confirm whether stools are to be provided as part of this requirement and, if so, confirm the intended product number, quantity, and whether Lincoln Electric K5467-1 is acceptable. | 4 | Both K5248-5 and K5467-1 are acceptable for basis of design selections. Stool and tables are required for booth and the contractor should be responsible for determining quantities. |
| 8 | HH | Please clarify the fume extraction requirements for the CNC Plasma Table. Sheet A9.11 includes a requirement for a "Fume Exhaust Hood Over Existing Plasma Table," but it is unclear whether this hood is intended to be incorporated into Room 310 or Room 312. We also understood that the CNC Plasma Table was to have a water table, which would appear to eliminate the need for external fume extraction. Additionally, Sheet M2.01 includes a note for a 12-inch diameter duct to the CNC Plasma Table stating, "Terminate 12" round duct 48" above floor for CNC Plasma Table. Connect to CNC Plasma Hood provided by others. Coordinate with Architect and Owner," which appears to conflict with the fume exhaust hood requirement shown on Sheet A9.11. Please also confirm whether an arc sensor is required in the hood or extraction arm, as the IF-15 and PLC listed under "System Control" appear to require arc sensors in order to function as intended. | 4 | There will not be a fume exhaust hood requirement over the plasma table and the plasma table will have a water table. This will also remove the requirements shown in M2.01 for duct connections and terminations. |
| 9 | HH | Storage Building Elevations / Opening Locations Refer to Sheet A1.04, Elevations A6 and A10. The elevations appear to show the windows and door on the gabled ends of the Storage Building; however, based on existing conditions observed in the pre-bid meeting photos, these openings appear to be located on the long sides of the existing building, and the elevations do not appear to match the existing building configuration. Please clarify the correct elevation layout and intended locations for the Storage Building windows and door. | 3 | Drawings were updated to accurately reflect the existing conditions. |
| 10 | HH | Replacement Window Type Refer to Sheet A1.04. The plan shows two existing windows to be replaced with new windows; however, the required replacement window type/system is not clearly indicated. Please clarify whether these two replacement windows are to be aluminum-framed storefront assemblies, manufactured window units, or another window system. | 3 | Manufactured window units. |
| 11 | GS | Detail 5/L2.01 calls for a 1" 16ga picket at the fence. Detail 6/L2.01 shows a 3/4" 14ga picket at the fence. Which is correct? | 3 | See updated drawings |
| 12 | GS | Detail 6/L2.01 shows a "Montage Plus" on the drawing, though the title of the detail is "Montage II." Detail 5/L2.01 calls for "Montage II" on the drawing and the title. Which is preferred? | 3 | See updated drawings |
| 13 | GS | Do any of the gates require gate operators, or security gates with panic hardware? | 3 | No panic hardware necessary for gates. |
| 14 | GS | Please confirm height of fence and gates. | 3 | See updated drawings |
| 15 | T | Are any of the following manufactures/systems an approved equal for storefront windows? Specs only reference "YES 45 TU". - Corals FL300T - Trulite CT451 - Kawneer VG 451T | 3 | Persuant to specifications, GC to submit substitution request for approval. |
| 16 | HH | Refer to the Finish Schedule on plan sheet A8.01 and the Finish Plan on sheet A8.02. The Finish Schedule for Office 306 indicates LVT-1 for the flooring; however, hard tile base and hard tile walls are listed for the wall finishes. Please clarify whether the Finish Schedule is correct, or if the walls should be painted gypsum/CMU with RB-1 base in lieu of hard tile base and hard tile walls. Please advise. | 3 | Rubber base and painted gyp/CMU correct. |

| NO. | Asker | Question | ADD # | Response |
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| 17 | HH | Refer to Detail A1/A6.11 and the ESF1 window indications. Detail A1/A6.11 indicates solid surface sills are to be provided at two lobby windows in Building 700 only; however, the ESF1 window designation appears to reference Cut Section A1/A6.11, which may indicate the solid surface sill applies to all ESF1 windows, including the ESF1 windows in Building 700 and Building 300. We do not see clarification indicating whether the solid surface sill is limited to the two lobby windows in Building 700 or required at all ESF1 windows. Please clarify the required locations and quantities for solid surface sills. | 3 | The solid surface sills are only limited to the two lobby windows in 700. |
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**SECTION 00 0110
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PROCUREMENT AND CONTRACTING REQUIREMENTS

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- C. 00 1113 - Advertisement for Bids
- D. 00 2113 - ACCS Form 5.C - Instructions to Bidders
- E. 00 4000 - Procurement Forms and Supplements
 - 1. 00 4001 - ACCS Form 5.C - Instructions to Bidders
 - 2. 00 4001.00 - Supplemental Instructions to Bidders
 - 3. 00 4000.01 - ACCS Form 5.E - Proposal Form
 - 4. 00 4000.02 - ACCS Form 5.F - Bid Bond
 - 5. 00 4000.04 - ACCS Form 5.H - Accounting of Sales Tax (Attachment to Form 5.E)
 - 6. 00 4000.05 - State of Alabama Department of Revenue Tax Exemption Guidance
 - a. Alabama Department of revenue Rule 810-6-3-.77
 - b. Alabama Department of Revenue Form ST: EXC-01 - Application for Sales and Use Tax Certificate of Exemption
 - c. Instructions for Preparing Form ST: EXC-01
 - d. State of Alabama Department of Revenue NOTICE: Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts
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 - 8. 00 4000.07 - Attachment "B" to Proposal Form
 - 9. 00 4000.08 - Alabama Immigration (E-Verify) Information
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- F. 00 5000 - Contracting Forms and Supplements
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 - 3. 00 5000.03 - ACCS Form 2.C - Performance Bond
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SPECIFICATIONS

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- D. 01 2100 - Allowances
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H. 07 5200 - Modified Bituminous Membrane Roofing

I. 07 6200 - Sheet Metal Flashing and Trim

J. 07 7100 - Roof Specialties

K. 07 7200 - Roof Accessories

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- B. 23 0500 - General Provisions - HVAC
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 - B. 26 0500 - General Items
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END OF SECTION

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
[Additions to Standard ACCS Form 5-C, dated November 2025]

1. **UNIT PRICES:** Bidders are requested to bid on all Unit Price Items indicated. Where a Unit Price does not involve a change in price, insert the words “No Change.” Bidders not desiring to bid a certain Unit Price should so indicate by the words “No Bid.” Bidders failing to bid all Unit Prices risk disqualification of their bid. See “Attachment A To Proposal Form” and Section 01 2200 - “Unit Prices”, for additional information and requirements.
2. **QUESTIONS DURING BIDDING:** All questions during bidding must be submitted through an approved General Contractor bidder via email to the persons designated in Section 01 3000 – Administrative Requirements, Part 3.02. All questions must be typed. Questions will only be reviewed if submitted in this format. Explanations and interpretations will be issued via addendum only.
3. **PROPOSAL GUARANTY:** Bid Bond shall be on standard Alabama Community College Systems bond form. The bid security shall insure that the Bidder will enter into a contract with the Awarding Authority, and will furnish the specified 100% Performance and Payment Bonds, and General Contractor’s insurance certificates with the Contract forms, provided such presentation is made within sixty (60) days of the receipt of the bids, rather than thirty (30) days originally indicated in “Instructions To Bidders”.
4. **PRE-BID CONFERENCE:** A pre-bid conference will be held at the location, time and date indicated on the “Advertisement for Bids.” Any contractual determinations or changes made at this conference will be verified by written Addendum; only explanations so verified will be considered part of the contract terms or conditions. **Attendance is MANDATORY for all General Contractor Bidders** intending to submit a Proposal, and is also highly recommended for Subcontractors.
5. **MODIFICATION AND WITHDRAWAL:** After the bid opening, bids may be withdrawn or modified only after the expiration of sixty (60) days, rather than thirty (30) days originally indicated in “Instructions To Bidders”.
6. **LIST OF SUBCONTRACTORS AND SUPPLIERS:** In accordance with regulations of the Alabama Community College Systems, each bid shall have attached a list of major subcontractors and suppliers proposed for the principal parts of the work, which is to be turned in with a copy of the Proposal Form on Bid Date, or at Contractors’ option, turned in to the Owner within 24-hours after receipt of Bids, with a copy to the Architect. Bidders failing to submit such list, as indicated, will be considered non-responsive and will be rejected; Bidders failing to submit a complete list may be rejected.

Pursuant to the Code of Alabama, Section 34-33A-11(b), the General Contractor shall provide a copy of the fire alarm contractor’s State Fire Marshal’s Permit at the time the list of subcontractors for the contract is submitted.

Subcontractors listed and thereafter approved may not be changed without approval of the Owner and/or Director. The list of subcontractors will not constitute a qualification of the bid, and acceptance of a bid with such list will not constitute a waiver of any pre-approval requirement or other requirement of qualification or experience as applies to subcontractors.

Bidders should base their lists on the assumption that all Alternates will be accepted. As soon as possible after the bid opening, bidders will be advised which alternates, if any, should be considered in completion of the list. If the actual accepted alternates change, the successful bidder will be given an opportunity to justify modification or modify their list.

8. SUBSTITUTIONS, PRE-BID QUALIFICATIONS, AND PRE-QUALIFIED SUBCONTRACTORS AND SUPPLIERS:

Refer to Instructions to Bidders, 7.e. and revise the first sentence to read:

“If it is desired that a product, material, system, piece of equipment, or service from a source different from those sources identified in the Bid Documents be approved as an acceptable source, application for the approval of such source must reach the hands of the Architect at least five days prior to the date set for the opening of bids.”

Refer to Instructions to Bidders, 7. Add f.

“f. Requests for Substitutions will occur only during the bidding process and will be reviewed up to five (5) calendar days prior to the bid date. The full substitution package, including completed Substitution Request form, shall be submitted to one of the approved General Contractor bidders for consideration. The General Contractor will forward to the Architect for further consideration. If the supplier or subcontractor does not submit the full package, including Substitution Request form, the General Contractor will reject the request. Notice of approved suppliers, manufacturers, and/or products will be issued in an Addendum subject to compliance with requirements of the Bid and Contract Documents, including single source coordination. Substitutions will not be considered during the construction process unless requested by the Owner, or the specified item is unavailable or becomes unsuitable due to additions or deletions to the work.”

9. BIDDER QUALIFICATION: Qualifications for Subcontractors and Suppliers are stated at various locations throughout the Project Manual and Bid Documents. In the event a General Contractor desires to perform “qualified” Subcontractor work with their own forces, they shall be required to provide documentation and comply with all of the same criteria and qualifications as the comparable Subcontractor(s).
10. STATE FIRE MARSHAL’S PERMIT TO BE FURNISHED AT PRE-CONSTRUCTION CONFERENCE: In accordance with the Code of Alabama, Section 34-33A-9, the General Contractor shall furnish a copy of the fire alarm contractor’s State Fire Marshal’s Permit to the Building Commission Inspector at the Pre-Construction Conference. Fire alarm contractors that cannot provide a copy of the required State Fire Marshal’s Permit will be rejected.
11. RECIPROCITY: Under Section 39-3-5, Code of Alabama, 1975, non-resident general contractor bidders must accompany any written bid documents with a written opinion of an attorney licensed to practice law in such nonresident prime contractor bidder’s state of domicile as to the preferences, if any or none, granted by the law of the state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts. Resident general contractors in Alabama, as defined in Section 39-2-12, are granted preference over nonresident general contractors in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
12. ALABAMA COMMUNITY COLLEGE SYSTEMS INSPECTIONS: Scheduling of Inspections, and Minimum Requirements for Required Inspections are addressed in Section 01 3000 – Administrative Requirements.
13. BUY AMERICA PREFERENCE: The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

CERTIFICATION

Build America, Buy America Act: Optional Buy America Preference (BAP) Certification



Project Information

| | |
|------------------------------------|--|
| Grantee | |
| Grant Number | |
| Activity Name | |
| Activity Number (IDIS/DRGR) | |

This “Optional Buy America Preference Certification” is used to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials incorporated into an infrastructure project are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

For covered materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product;
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Attach a list of all covered materials procured by the signatory and used in the project.

I hereby certify this information is complete and accurate and agree to provide documentation collected on the country of origin for all covered materials I caused to be incorporated into or affixed to an infrastructure project to the CPD grantee and HUD upon request. I understand and agree that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

| Signature | Title/Organization | Date |
|------------------|---------------------------|-------------|
| | | |

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of

parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ATTACHMENT NO. 2

**FAR/DFARS CLAUSES/PROVISIONS INCORPORATED BY REFERENCE
INCORPORATION OF APPLICABLE CLAUSES, PROVISIONS, AND OTHER REQUIREMENTS FOR COMMERCIAL SUBCONTRACTS
VERSION 01**

- a. The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses cited below are incorporated by reference as if set forth in full text, and are applicable, including any notes or other language following the clause citation, to this subcontract. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. If so identified, this Order is a “rated order” certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).
- b. Unless the text in these clauses clearly reserves rights in the Government only, in whole or in part, or as otherwise noted, the terms:
 - i. “Purchase Order” shall be substituted for “Contract”;
 - ii. “Purchaser” or “Buyer” for “Government” or “Contracting Officer” or equivalent phrases;
 - iii. “Seller” for “Contractor”; and,
 - iv. "Seller's lower-tier Seller" for "Subcontractor" when it can so reasonably be interpreted and it is not obvious that the words refer to Buyer’s prime contract, the Government or Contracting Officer, the Buyer, or the Seller itself.
- c. Flow Down Requirement - Seller agrees to flow down the FAR and DFARS clauses as well as those clauses and provisions contained in this document to its lower-tier Sellers and to also require further flow down, where applicable.
- d. BlueForge identification of applicable clause thresholds and further flow down requirements is informational only and is not to be construed as determinative. Seller remains responsible for determining and complying with all clause flow down requirements.
- e. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to BlueForge’s General Terms & Conditions and Special Provisions, the following clauses shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, BlueForge’s General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS clauses and BlueForge’s clauses.
- f. The following clauses set forth in the FAR and DFARS in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were in full text.
- g. Clauses in this document may not be applicable to specific orders due to the type of Purchase Order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller’s obligation to contact BlueForge regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.

| DFARS/FAR Clause Reference Number | Applicable Threshold (S.A.T. = Simplified Acquisition Threshold in FAR Part 2.101) (See Note A) | DFARS/FAR Clause Title | Applicable Revision |
|--|---|---|----------------------------|
| 52.203-13 | >\$6M & >120 days | Contractor Code of Business Ethics and Conduct | Nov-21 |
| 52.203-15 | If funded under Recovery Act | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 | Jun-10 |
| 52.203-19 | All | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | Jan-17 |
| 52.204-10 | All | Reporting Executive Compensation and First Tier Subcontract Awards | Jun-20 |
| 52.204-13 | All | System for Award Management Maintenance | Oct-18 |
| 52.204-21 | Applies to Purchase Orders for other than commercially available off-the-shelf items, if Seller will have Federal Contract information residing in/transiting | Basic Safeguarding of Covered Contractor Information Systems | Nov-21 |

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| | through its information system. | | |
| 52.204-23 | All | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | Dec-23 |
| 52.204-25 | All | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | Nov-21 |
| 52.204-27 | All | Prohibition on a ByteDance Covered Application | Jun-23 |
| 52.204-30 | FAR 52.204-30 applies to All Purchase Orders. Alternate I applies when conditions at FAR 4.2304(a)(1) apply. | Federal Acquisition Supply Chain Security Act Orders – Prohibition Alternate I (Dec-23) of FAR 52.204-30 | Dec-23 |
| 52.219-8 | Applies if Purchase Order offers further subcontracting opportunities. | Utilization of Small Business Concerns | Feb-24 |
| 52.222-21 | Applies if Purchase Order is subject to Equal Opportunity Clause (FAR 52.222-26) | Prohibition of Segregated Facilities | Apr-15 |
| 52.222-26 | All | Equal Opportunity | Sep-16 |
| 52.222-35 | > threshold at FAR 22.1303(a) unless exemption applies | Equal Opportunity for Veterans | Jun-20 |
| 52.222-36 | > threshold at FAR 22.1408(a) unless exemption applies | Equal Opportunity for Workers with Disabilities | Jun-20 |
| 52.222-37 | > threshold at FAR 22.1303(a) unless exemption applies | Employment Reports on Veterans | Jun-20 |
| 52.222-40 | >\$10,000 and performed in US unless exemption applies | Notification of Employee Rights Under the National Labor Relations Act | Dec-10 |
| 52.222-50 | FAR 52.222-50 applies to all subcontracts. Alternate I applies in accordance with FAR 22.1705(a). | Combating Trafficking in Persons Alternate I (Mar 2015) of 52.222-50 | Nov-21 |
| 52.222-55 | Applies if flowdown is required in accordance with FAR 52.222-55(k) | Establishing Minimum Wage for Contractors (E.O. 13658) | Dec-15 |
| 52.222-62 | Applies if flowdown is required in accordance with FAR 52.222-62(m) | Paid Sick Leave Under Executive Order 13706 | Jan-17 |
| 52.224-3 | Applies if flowdown is required in accordance with FAR 52.244-3(f). Alternate I applies in accordance with FAR 24.302(b). | Privacy Training Alternate I (Jan-17) of 52.224-3 | Jan-17 |
| 52.225-26 | Applies if flowdown is required in accordance with FAR 52.225-26(f) | Contractors Performing Private Security Functions Outside the United States | Oct-16 |
| 52.232-40 | Applies if flowdown is required in accordance with FAR clause 52.232-40 (c) | Providing Accelerated Payments to Small Business Subcontractors | Mar-23 |
| 52.244-6 | All | Subcontracts for Commercial Products and Commercial Services | Feb-24 |

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| 52.247-64 | Applies if flowdown is required in accordance with FAR 52.247-64(d) | Preference for Privately Owned U.S.–Flag Commercial Vessels | Feb-06 |
| 252.244-7000 | All | Subcontracts for Commercial Products or Commercial Services | Nov-23 |
| 252.203-7000 | All | Requirements Relating to the Compensation of Former DoD Officials | Sep-11 |
| 252.203-7002 | All | Requirement to Inform Employees of Whistleblower Rights | Dec-22 |
| 252.203-7003 | All | Agency Office of the Inspector General | Dec-12 |
| 252.204-7000 | All | Disclosure Of Information | Oct-16 |
| 252.204-7004 | Applies when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation | Antiterrorism Awareness Training for Contractors | Jan-23 |
| 252.204-7012 (Dev) | All subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services | Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-00013 REVISION 1) | May-24 |
| 252.204-7015 | All | Notice of Authorized Disclosure of Information for Litigation Support | Jan-23 |
| 252.204-7018 | All | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | Jan-23 |
| 252.204-7020 | All subcontracts including subcontracts for acquisition of commercial products or commercial services (excluding commercially available off-the-shelf) | NIST SP 800-171 DoD Assessment Requirements | Nov-23 |
| 252.211-7003 | Applies with some exceptions. Contact BlueForge to confirm applicability | Item Identification and Valuation | Jan-23 |
| 252.223-7006 | All subcontracts at any tier that require, may require, or permit a subcontractor access to a DoD installation | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | Sep-14 |
| 252.223-7008 | All subcontracts for supplies, maintenance and repair services, or construction materials | Prohibition of Hexavalent Chromium | Jan-23 |
| 252.225-7001 | All | Buy American and Balance of Payment Program - Basic | Feb-24 |
| 252.225-7002 | All | Qualifying Country Sources as Subcontractors | Dec-17 |
| 252.225-7007 | Applies to all subcontracts for items covered by the United States Munitions List or the 600 series of the Commerce Control List | Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies | Dec-18 |
| 252.225-7009 | Applies in its entirety, less paragraph (d) & (e)(1), in all subcontracts, at any tier, for items containing “specialty metals” | Restriction on Acquisition of Certain Articles Containing Specialty Metals | Jan-23 |
| 252.225-7012 | All | Preference for Certain Domestic Commodities | Dec-17 |

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| 252.225-7013 | Applies in accordance with DFARS 252.225-7013(j)(1) | Duty-Free Entry--Basic | Nov-23 |
| 252.225-7015 | All | Restriction on Acquisition of Hand or Measuring Tools | Jun-05 |
| 252.225-7016 | All subcontracts except those for commercial products or items that do not contain ball or roller bearings | Restriction on Acquisition of Ball and Roller Bearings | Jun-11 |
| 252.225-7025 | Applies to subcontracts for forging items or for other items that contain forging items | Restriction on Acquisition of Forgings | Dec-09 |
| 252.225-7033 | Applies when there is a lower-tier subcontract exceeding \$1M with UK firm | Waiver of United Kingdom Levies | Apr-03 |
| 252.225-7048 | All | Export-Controlled Items | Jun-13 |
| 252.225-7052 | Applies in accordance with DFARS 252.225-7052(d) | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. | Jan-23 |
| 252.225-7056 | All | Prohibition Regarding Business Operations with the Maduro Regime | Jan-23 |
| 252.225-7060 | All | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region | Jun-23 |
| 252.225-7967 (Dev) | All | Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006) | Mar-24 |
| 252.225-7972 (Dev) | All | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015) | May-20 |
| 252.225-7995 (Dev) | All subcontracts that require subcontractor personnel to perform in USCENCOM AOR | Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004) | Sep-17 |
| 252.226-7001 | >\$500,000 | Utilization of Indian Organization, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | Jan-23 |
| 252.227-7013 | Applies in accordance with DFAR 252.227-7013(k) | Rights in Technical Data--Other Than Commercial Products and Commercial Services | Mar-23 |
| 252.227-7015 | Applies in accordance with DFAR 252.277-7015(e) | Technical Data – Commercial Products and Commercial Services | Mar-23 |
| 252.227-7016 | All | Rights in Bid or Proposal Information | Jan-23 |
| 252.227-7019 | Applies to all contractual instruments at any tier that require furnishing computer software in performance | Validation of Asserted Restrictions--Computer Software | Jan-23 |
| 252.227-7037 | Applies to Purchase Orders at any tier that require delivery of technical data | Validation of Restrictive Markings on Technical Data | Jan-23 |
| 252.234-7004 | Applies to subcontracts that exceed \$50M at any tier | Cost and Software Data Reporting System--Basic | Nov-14 |
| 252.237-7010 | Applies to all subcontracts, including subcontracts for commercial products, that may require subcontractor personnel to interact with detainees in the course of their duties | Prohibition on Interrogation of Detainees by Contractor Personnel | Jan-23 |
| 252.239-7010 | Applies to Purchase Orders that involve or may involve cloud | Cloud Computing Services | Jan-23 |

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| | services, including subcontracts for commercial services | | |
| 252.243-7002 | > S.A.T. | Request for Equitable Adjustment | Dec-12 |
| 252.246-7007 | Applies in accordance with DFARS 252.246-7007(e) | Contractor Counterfeit Electronic Part Detection and Avoidance System | Jan-23 |
| 252.246-7008 | Applies in accordance with DFARS 252.246-7008(e) | Sources of Electronic Parts, Paragraphs (a) – (e) | Jan-23 |
| 252.247-7023 | Applies to Purchase Orders for commercial products if required by DFARS 252.247-7023(b)(2) | Transportation of Supplies by Sea | Jan-23 |

Note A: "Thresholds" referenced in this column are based on the date of Purchase Order/Subcontract award. For purposes of this column, "Subcontract," and "Purchase Order" shall have the same meaning as "Purchase Order," and "Subcontractor" shall have the same meaning as "Seller."

In addition to the requirements specified above, the following additional clauses also apply. Further flow down may be required:

1. FAR 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007) (MODIFIED)

Applies if this order exceeds or is expected to exceed \$150,000.

If this order exceeds or is expected to exceed \$100,000, Seller ("offeror") makes the following certification and disclosure and agrees to certify and disclose accordingly:

(a) **Definitions.** As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

(b) **Prohibition.** The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) **Certification.** The offeror or Seller, by signing its offer or accepting this Purchase Order, hereby certifies to the best of its knowledge and belief that no 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 on its behalf in connection with this solicitation; the awarding of this purchase order or Buyer's prime contract.

(d) **Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Buyer's Contracting Officer via Buyer, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) **Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(f) Seller shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

2. FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

Applies if this order exceeds \$150,000.

When this clause applies, FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, also applies and Seller shall certify and disclose accordingly. Incorporated into this order by reference.

TERMS AND CONDITIONS

GENERAL CONDITIONS:

- a. **Personnel:** The CONTRACTOR warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.
- b. **Office Space:** The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the LOCAL GOVERNMENT.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the LOCAL GOVERNMENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provisions of this Contract.
- d. **Access to Materials:** The LOCAL GOVERNMENT agrees to make available to the CONTRACTOR any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which as a direct bearing on the CDBG Program of the LOCAL GOVERNMENT, at no expense to the CONTRACTOR.

TERMS AND CONDITIONS:

- 1. REPORTS, RECORDS AND DATA.** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records must be maintained not less than three (3) years from the conclusion of this project.
- 2. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS.** No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.
- 3. OTHER PROHIBITED INTERESTS.** No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

4. RECORD RETENTION. The Contractor shall retain all books, documents, papers and records which are directly pertinent to this contract for 5 (Five) years after expiration of this contract unless permission to destroy them is granted by the Owner. Furthermore, the Owner, the Alabama Department of Economic and Community Affairs, the Alabama Attorney General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any records of the Contractor directly pertinent to the contract, for the purpose of making audit, examination, excerpts and/or transcriptions.

5. SPECIAL EQUAL OPPORTUNITY PROVISIONS.

(a) 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this Contract, the Contractor agrees as follows:

- (i) The Contractor shall not discriminate against any employer or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
- (ii) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (iii) Contractors shall incorporate foregoing requirements in all subcontracts.

(b) Executive Order 11246 (contracts/subcontracts above \$10,000).

- (i) Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex 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 Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
 - (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Contractor 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.
 - (5) The Contractor will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
 - (6) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provide by law.
 - (7) The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or order 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 Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (ii) Notice or Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000).
- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| <u>Goals for Minority Participation</u> | <u>Goals for Female Participation</u> |
|---|---|
| 20.7% | 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.
- (4) As used in this notice, and in the contract resulting from the solicitation, the "covered area" is Walker County.
- (iii) Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- (1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - 1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - 3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).
 - 4. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effort by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the

group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number

when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

6. Certification of Nonsegregated Facilities (over \$10,000). By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, 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 by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. S/he further agrees that (except where s/he has obtained identical certifications from proposed Subcontractors for specific time periods) s/he will obtain identical certification from proposed Subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

*Parking lots, drinking foundations, recreation or entertainment areas.

7. Title VI Clause, Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. Section 109 Clause, Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

9. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over).

Affirmative Action for Handicapped Workers.

- (i) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (ii) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (iii) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (iv) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor'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.
- (v) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (vi) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

10. Section 402 Veterans of the Vietnam Era (if \$10,000 or over).

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

- (i) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is

qualified. The Contractor agrees to take affirmative action to employ, advance in employment and 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.

- (ii) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

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

- (iii) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- (iv) The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor 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 number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

- (v) Whenever the Contractor 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 Contractor 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 Contractor may advise the State system when it is no longer bound by this contract clause.
- (vi) 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.
- (vii) The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor 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.
- (viii) As used in this clause:
 - (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor 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.
 - (2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - (3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.

- (4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.
- (ix) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (x) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (xi) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (xii) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (xiii) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

11. Age Discrimination Act of 1975. During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

12. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$100,000).

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USE 1857 et seq., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In

addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

(a) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance on any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20

(b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

13. BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

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

14. TERMINATION FOR CAUSE

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

15. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

16. Buy America.

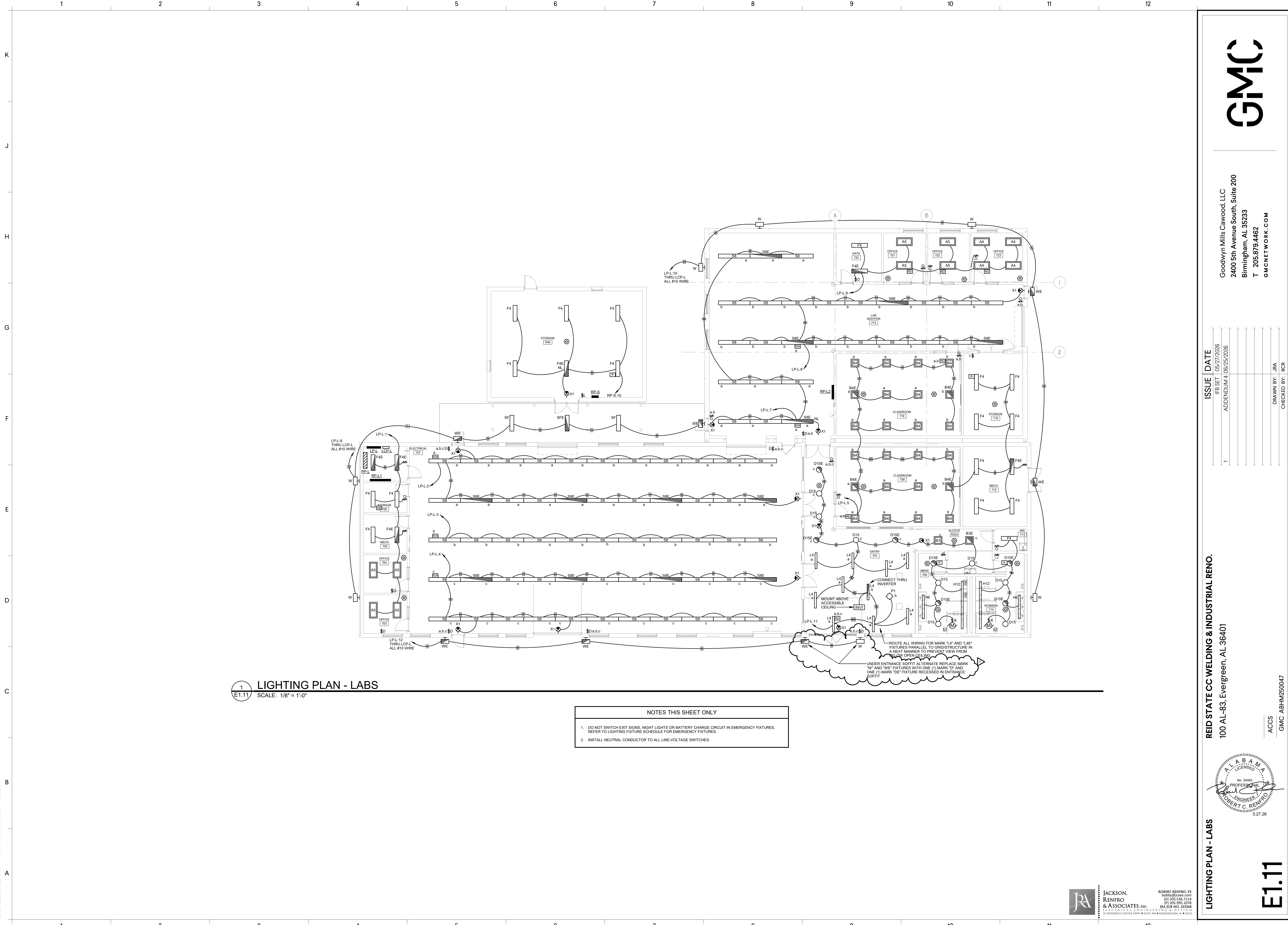
General. None of the ARC funds provided under this grant award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives) are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

Definitions. The definitions provided in the ARC website related to the Buy America are hereby incorporated by reference. The ARC Buy America website is available at <http://www.arc.gov/BuyAmericaGuidelines>.

Exclusions. This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

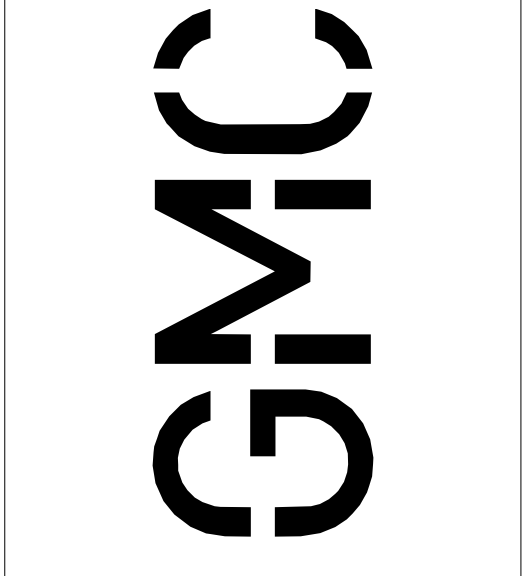
Waivers. A waiver on the application of the domestic content procurement preference (Buy America) may be available to the ARC grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the ARC Buy America website, available at <http://www.arc.gov/BuyAmericaGuidelines>.

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1 LIGHTING PLAN - LABS
E1.11 SCALE: 1/8" = 1'-0"

NOTES THIS SHEET ONLY
1. DO NOT SWITCH EXIT SIGNS, NIGHT LIGHTS OR BATTERY CHARGE CIRCUIT IN EMERGENCY FIXTURES. REFER TO LIGHTING FIXTURE SCHEDULE FOR EMERGENCY FIXTURES.
2. INSTALL NEUTRAL CONDUCTOR TO ALL LINE-VOLTAGE SWITCHES.

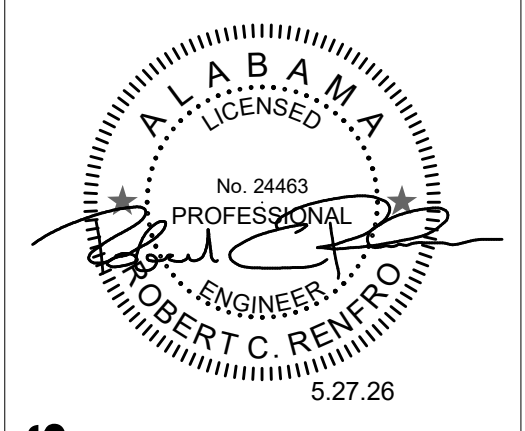


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| ISSUE | DATE |
|------------|------------|
| IFB SET | 05/27/2026 |
| ADDENDUM 4 | 06/25/2026 |

T
DRAWN BY: JIRA
CHECKED BY: RCR

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