



Town of Badin

**REQUEST FOR QUALIFICATIONS
FOR
ON-CALL ARCHITECTURAL SERVICES
RFQ # 22-0001**

CONTACT:
Jay Almond
Town Manager
jayalmond@badin.org
704.422.3470

**Qualifications Due Date:
December 13, 2022**

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SECTION 1 - REQUEST FOR QUALIFICATIONS

Introduction

The Town of Badin is seeking qualified and competent consultants to provide On-Call Architectural Services for assistance with various municipal architectural tasks. The Town of Badin (Town) is seeking a qualified architectural firm whose combination of experience and expertise will provide timely, professional services. It is the intent of the Town of Badin to receive qualification statements in which the architect will include the required engineering services.

The firm selected will be determined by the Town after the RFQ process is completed. The Town reserves the right to interview qualified firms from which a final firm will be selected. The Town intends for the RFQ process to result in the execution of Master Services Agreements (MSAs) and Supplemental Services Agreements (SSAs) between the Town and the selected firms.

The consulting firms must comply with all applicable ordinances, state, federal, and local laws and the terms and conditions of the contract agreement. Interested firms must employ personnel who meet the qualifications and have experience in architectural design in conjunction with municipal projects. Additional services and supporting personnel can be listed above and beyond the services listed above to support potential town services or projects. Unique or highly qualified additional services submitted may result in an advantage in the selection process. The Town of Badin encourages participation by Disadvantaged Business Enterprises, and minority owned business.

Scope of Work

The Town of Badin anticipates selecting one firm to provide services. One firm selected for an on-call contract will be required to enter a MSA with the Town of Badin. Selection by the Town for the MSA is not a guarantee that any firm will receive a project. The Town makes no guarantee of specific volume of work or a total contracted amount arising from this solicitation. This master agreement will:

- Fulfill the consultant solicitation and selection process for the work to be performed under the on-call contract; and
- Establish current hourly rates for each employee that may perform work on the contract by position class and establish a method of calculation and payment for all other direct/indirect project expenses.
- Work performed under the MSA will be conducted through Supplemental Services Agreements

MSAs shall be for a two-year period, with an option to extend the contract for two additional years. Upon execution of a MSA, the Town has the option of requesting a selected firm to develop a scope of work for requested municipal engineering tasks. The types of projects anticipated include but are not limited to:

- Conducting or reviewing TIAs
- Project Management
- Architectural design

- Plan Review
- Construction Inspection
- Surveying
- Other Municipal Architectural Tasks

The scope and fee, not to exceed \$500,000, will be determined separately for each assignment prior to notice to proceed, with the parties entering into a supplemental agreement as needed.

Submittal of Qualification Package

RFQ submissions must follow the format as defined in Section 2 SUBMITTAL PACKAGE REQUIREMENTS. Submit **one (1) electronic version of the qualifications package must be received no later than 5:00 p.m., December 13, 2022 to Jay Almond, Town Manager at jayalmond@badin.org**. Late submittals will not be considered. **Request for Qualifications - On-Call Architectural Services RFQ # 22-0001**

Submittals shall be limited to a maximum of twelve (12) Adobe Portable Document File (PDF) pages (8-1/2" x 11", font size 10 or larger). Required forms, resumes, dividers and coversheet will not count toward the page limit. Packages which exceed the page limit may be rejected as non-compliant. Packages must be submitted via email. An electronic version must be submitted as a high quality viewable and printable Adobe Portable Document File (PDF).

RFQ Schedule of Events

Provided below is the anticipated schedule of events. The Town reserves the right to adjust the schedule. All correspondence shall have the title of the subject line of the email as "On-Call General Engineering Services."

Action	Date and Time
Issue Request for Qualifications	November 22, 2022
Submit Written Questions No Later Than	December 5 , 2022
Provide Response to Questions/ Addendum	December 6, 2022
RFQ Due	December 13, 2022 @ 5 p.m.
Contract Award	January 2023

SECTION 2 - SUBMITTAL PACKAGE REQUIREMENTS

The qualifications package shall consist of the following information, tabbed as identified and in the order indicated. A firm who submits a package that does not follow the order or address each of the sections specified below may be deemed non-responsive.

Letter of Interest (LOI}

The Letter of Interest (LOI) must be addressed to Jay Almond Town Manager. The letter should contain the following elements of information:

- Provide firm name, year established, address, telephone number, email address, and contact person. Briefly describe your firm's operating history.
- Indicate to which discipline apply to the submittal
- Describe your interest in this Project and the unique advantage your firm and team bring.
- Acknowledgement of any RFQ Addenda (if any) posted on the Town's website.
- Identify if the firm is classified as a Disadvantaged Business Enterprise/MWBE.
- State any conflicts of interest your firm or any key individuals may have with this program or with the Town.

Organization of Consultant Team

- Provide an organizational chart which clearly identifies the key members of the firm, relevant disciplines, and names of specific staff, including their titles and relevant certifications.
- Clearly identify the project manager for each discipline and describe how services and project(s) will be successfully managed. Also, describe how quality will be controlled and ensured across all disciplines.
- Provide resumes detailing professional qualifications of key management and staff personnel. Please do not list firm staff that will not be directly working potential Town projects.

Qualifications and Experience

- Provide similar 2 to 5 examples of municipal projects, either currently in progress or having been completed in the past five (5) years. Each of the project summaries will include the following:
 - Descriptions of municipal projects including size and scope
 - Project schedule: initial schedule and final schedule, including explanations of delays if any
 - Initial project budget and final project cost
 - Date and times project services were performed
 - Owner's representative having knowledge of the firm's work, include contact information
 - Description of services rendered by the firm and the degree of involvement
 - Key principle and associate staff involved including their assigned responsibilities
 - Experience should demonstrate the ability to perform similar work with municipalities of similar size and complexity

SECTION 3 - EVALUATION PROCESS

The firm(s) will be selected through a qualifications-based selections process. The Town expects to award to the best qualified firm(s) based on the requirements in this solicitation. As part of the evaluation process, the Town reserves the right to request additional information and/or interview any or all the firms. A selection committee comprised of Town staff will review the proposal packages. All proposals will be evaluated based on the following criteria:

- Letter of Interest (40)
- Qualifications and Experience (40)
- Organizational Chart (20)

The evaluation criteria are intended to be used to make a recommendation to the Town Manager or the Town Council who will award the contract, but who is not bound to use these criteria or to award based on the recommendation.

Firms will not be considered unless the following minimum qualifications are met:

- Firm(s) must be properly registered with the North Carolina Secretary of State's Office
- Firm(s) must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors
- Firm(s) must employ at least one (1) North Carolina Registered Professional Engineer in responsible charge of the work anticipated. The Professional Engineer must have good ethical and professional standing.

Firms that submit RFQs will be notified of the selection results. The Town anticipates initial approval of the selected firm(s) in October/November 2022.

SECTION 4 - ADDITIONAL INFORMATION

Communication

All communication of any nature with respect to this RFQ shall be addressed to the project manager identified earlier in this RFQ. The prospective firms and their staffs are prohibited from communicating with elected Town officials, Town staff, and any selection committee member regarding this RFQ or submittals from the time the RFQ was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm's proposal for consideration.

Conflict of Interest

By submission of a response, the firm agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of firm's services, and (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by

the Town. Firms shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the Town, in consultation with legal counsel, may reject their proposal.

Trade Secrets and Public Records

Records received by the Town in response to the Request for Qualifications are public records and subject to public inspection and copying. The Public Records law (N.C.G.S. 132-1et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. Note that to protect a 'trade secret' detail requirements must be met, such as:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

Submittal Ownership/Costs

All responses, inquiries or correspondence relating to this Request for Qualifications will become property of the Town of Badin when received. Drawings, tracings, specifications, reports, models, computer discs, renderings, copyrights, and all other documents to be prepared and furnished by the firm pursuant to specific projects undertaken by the successful proposer, are the sole property of the Town of Badin, whether the project for which they are made is executed or not, and may be used by the Town of Badin as they see fit. If such documents are used on another project or for another purpose by the Town of Badin, the firm shall not be responsible for such use, and shall not receive additional compensation. All costs for development of the written submittal and the oral presentation are entirely the obligation of the firm and shall not be remunerated in any manner by the Town of Badin.

Non-Warranty of Request for Qualifications

Due care and diligence has been used in preparing this RFQ. However, the Town shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the Firms to ensure that they have all information necessary to effect their submittals.

Request for Clarification

The Town of Badin reserves the right to request clarification of information submitted and to request additional information of one or more firms, either orally or in writing.

Acceptance/Rejection of Submittals

The Town of **Badin** reserves the right to accept or reject any or all submittals in whole or in part, with or without cause; to waive technicalities; or to accept submittals or portions thereof which, in the Town's judgment, best serve the interest of the Town.

The Town of Badin reserves the right to allow alterations, modifications, or revisions to individual

elements of the Scope of Services any time during the period of contracts which result from this RFQ.

Indemnification

To the extent permitted by law, the Consultant (firm) agrees to pay on behalf of, indemnify, and hold-harmless the Town of Badin, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Badin, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Consultant.

Financial Capacity

The selected firm must have financial capacity to undertake the work and assume associated liability.

Familiarity and Compliance with Laws, Regulations and Ordinances

The Firm shall make itself aware of and comply and shall cause each of its subcontractors to comply with all applicable federal, state, and local laws and regulations.

Insurance Requirements

The firm selected under this RFQ will be required, during the life of the contract with the Town, to purchase and maintain the following insurance with a company acceptable to the Town and authorized to do business with the State of North Carolina:

Automobile: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/ \$1,000,000 each occurrence.

Comprehensive General Liability: Bodily injury and property damage liability insurance shall protect the Consultant from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. **The Town of Badin shall be listed as an "Additional Insured".**

Consultant's Professional Liability: In a limit of not less than \$1,000,000.

Workers' Compensation and Occupational Disease Insurance:

Coverage A- Worker's Compensation: Meeting the statutory requirements of the State of North Carolina.

Coverage B - Employer's Liability: \$1,000,000 each accident/ \$1,000,000 disease - each employee/\$1,000,000 disease - policy limits.

Certificates of such insurance with the **Town of Badin listed as Certificate Holder** will be furnished to the Town of Badin Purchasing Manager and shall contain the provision that the Town of Badin be given thirty (30) days written notice of any intent to amend or terminate by either the consultant or the insuring company.

Jay Almond Town Manager

jayalmond@badin.org

704.422.3470

Town of Badin

36 Falls Road

Badin, NC 28009

Equal Opportunity

The firm will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

Americans with Disabilities Act (ADA) Compliance

The Town of Badin will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination based on a disability. The Town of Badin will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Badin programs will be available in the most integrated setting for everyone. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town staff.

All work shall comply with the Americans with Disability Act along with Chapter 11 of the 2009 NC Building Code and the 2003 edition of ICC/ANSI A117.1.

Minority/Women/Small Business Enterprise

It shall be the practice of the Town of Badin Government to provide minority-owned, women- owned, and small business enterprises (collectively "M/W/SBE) as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Badin's business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina. The policy of the Town of Badin prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town of Badin to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination. The Town of Badin has adopted a goal of 10% for participation by M/W/SBE for formal contracts awarded by the Town.

Vendor Registration

The selected firm must be registered with the Town to receive payment for services and/or supplies provided under any Town contract.

E-Verify

The firm shall comply with requirements of Article 2 of Chapter 64 of North Carolina General Statutes and shall require each of its subcontractors to do so as well.

Iran Divestment Act

The firm shall certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

Divestment from Companies that Boycott Israel

The firm shall represent, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

APPENDIX:

- A. Draft Master Service Agreement for On-Call Professional Services**
- B. Draft Supplemental Service Agreement**
- C. Town of Badin Standard Terms and Conditions**
- D. Title VI Appendment**
- E. ARPA Contract Addendum**

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- E. **ARPA** Contract Addendum

**TOWN OF BADIN, NORTH CAROLINA MASTER
SERVICE AGREEMENT FOR
ON-CALL PROFESSIONAL GENERAL
ARCHITECTURAL/ENGINEERING SERVICES**

THIS AGREEMENT ("Master Service Agreement" or "MSA") is made and entered into as of the ____ day of _____, 20__ , by the Town of Badin ("Town") and [INSERT NAME HERE] ("Consultant"), organized and existing under the laws of the State of North Carolina.

GENERAL ARCHITECTURAL/ENGINEERING PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide On-Call General, Architectural, Engineering, and Inspection Professional Services related to municipal general architectural, engineering, construction, and inspection as set forth in and in accordance with Supplemental Services Agreements ("SSA"); and

WHEREAS, the Town issued a "Request for Qualifications for On-Call General Architectural/Engineering Services RFQ # 22-0001" dated 16th day of September 2022; and

WHEREAS, Consultant provides professional consulting services and has experience, staff, and resources to perform such Services;

NOW THEREFORE, Town and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BACKGROUND and PURPOSE

The purpose of the Town's on-call process is to secure one general architectural/engineering team (consultant) to provide professional on-call architectural, engineering, construction, and inspection services. The purpose of this Agreement is to provide the basic terms and conditions by which Consultant will provide its services to the Town, as the need for Services may arise, and in accordance with the standards and requirements as described herein, and in each SSA.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform on-call Services as set forth in this MSA and SSA. The SSA is made a part of this Agreement as if fully set forth herein. The Town shall pay Consultant for the performance of Services in the manner set forth herein and in the SSA.

Requests for services made by the Town to Consultant are contingent upon execution of an SSA and the sufficiency of funding. No services shall commence on a particular project until an SSA has been executed by both parties, and the Town has issued a Notice to Proceed to Consultant. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Services to be provided shall be set forth in an SSA and amendments to that agreement. The SSA may also include additional terms and conditions regarding payment and other matters necessary for the

execution of projects. SSAs shall not vary the terms of this Agreement, except where this Agreement authorizes such variance, and shall be interpreted consistently with this Agreement. If there is a conflict between this Agreement and SSAs, this Agreement shall control.

The Town has no obligation to provide Services with any work hereunder and does not guarantee the issuance of any minimum number of SSAs under this Agreement.

Consultant represents and agrees that now and continuing for the term of this Agreement, Consultant:

- is experienced, qualified, skilled, and fully capable of performing Services in a competent and professional manner; and
- shall exercise reasonable care and diligence, and shall act in the best interest of Town; and
- shall act in accordance with generally accepted standards of Consultant's practice applicable to the locality; and shall comply with this Agreement, applicable SSAs, and with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations (collectively "Laws and Regulations"); and
- possesses all necessary qualifications, licenses, and certifications; and
- shall perform in a timely manner and in accordance with schedules required under this Agreement or an applicable SSA, time being of the essence; and
- shall work in good faith with Town to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of projects; and
- the individual(s) signing Agreement have the right and power to do so and bind Consultant to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

SECTION III: AGREEMENT DURATION

This Agreement shall authorize SSAs to be executed for a three (3) year period from the date of execution of this Agreement. Any SSA executed within period of execution of this Agreement shall be binding for the period set forth therein, and this Agreement and such SSA, and amendments to such Agreements, shall be binding for the time period set forth in the SSA. Any SSA executed within this three-year period may be amended for additional scope, fee, or time. The Agreement may be extended for two (2), one-year periods.

Services shall commence upon execution of SSAs describing the specific project and Services to be performed. A written Notice to Proceed following execution of such SSA(s) will be issued to the Consultant. Consultant will not commence Services until such notice is received.

SECTION IV: COMPLETE WORK without EXTRA COST

Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.

SECTION V: COMPENSATION

The terms of payment for Services provided by Consultant shall be set forth in each SSA. Such agreement may provide for compensation in accordance with an hourly rate schedule, or a set fee for Services, paid one time or in periodic payments, or a combination of these methods of compensation.

Unless otherwise provided in the SSA, Consultant shall obtain, and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform Services under this Agreement. In addition to hourly rates or the set fee payment set forth in the SSA, Town shall pay Consultant for expenses and costs only when reimbursement for such items is specifically provided for in an SSA. The Town shall not be obligated to pay any expenses and costs not specifically identified in an SSA.

SECTION VI: CONSULTANT'S BILLINGS to TOWN

The Consultant shall submit an invoice once Service is completed or at designated times during the course of completing a Service. Once the invoice is submitted and approved by the appropriate department the terms will be Net 30 days. The terms may only be changed by written consent of the Finance Director.

SECTION VII: INSURANCE

Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum</u>
<u>Limits:</u> Workers' Compensation Statutory Limits	
Employers' Liability	\$1,000,000
General Liability	\$1,000,000
Automobile Liability	\$500,000
Professional Liability (E & O)	\$1,000,000 (If Required)

Contractor shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In

the event that the contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice. Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/COL licensing requirements, if requested.

SECTION VIII: PERFORMANCE of WORK by TOWN

If the Consultant fails to perform the Services in accordance to Section II above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

SECTION IX: ATTACHMENTS

The following attachments are made a part of this Agreement and incorporated herein by reference:

- Attachment A: Scope of Work
- Attachment B: Hourly Rate
- Attachment C: Title VI Appendment
- Attachment D: ARPA Contract Addendum

SECTION X: NOTICE

All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, email, or certified United States mail, return receipt requested, addressed as follows:

To the Town:
 Town of Badin
 Attn: Jay Almond
 Town Manager
 36 Falls Road
 Badin, NC 28009
 704.422.3470
jayalmond@badin.org

To the Consultant:

Change of Address, Date Notice Deemed Given:

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

SECTION XI: INDEMNIFICATION

To the extent permitted by law, the Consultant agrees to pay on behalf of, indemnify, and hold-harmless the Town of Badin, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Badin, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Consultant.

SECTION XII: ADDITIONAL PROVISIONS

(a) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be

commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Consultant shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(h) EBO Provisions. During the performance of this Contract the Consultant agrees as follows: (1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant and not any other person.

(j) Principles of interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Consultant certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Consultant represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Badin. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

(q) Non-appropriation clause. Contractor acknowledges that the Town of Badin is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Badin's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Badin thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Badin shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Badin's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which

adversely affects the Town of Badin's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Badin upon written notice to Contractor of such limitation or change in the Town of Badin's legal authority.

(r) No pledge of taxing authority. The taxing power of the Town of Badin is not pledged directly or indirectly to secure any monies due under this contract.

(s) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Badin makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Badin.

(t) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Badin and the third parties regarding the subject matter of this Contract or Agreement.

(u) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

SECTION XIII: TERMINATION

Either party may terminate this Agreement upon sixty (60) day written notice; provided, however, no such termination shall discharge Consultant's obligations to complete and furnish services as previously agreed to by the parties pursuant to this Agreement or any Supplemental Service Agreement, nor shall termination discharge the Town's obligations to pay for such services as provided for in this Agreement or any Supplemental Service Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Town of Badin and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF BADIN:

CONSULTANT:

By:-----

By:_____

Printed

Printed

Witnessed by:

Witnessed by:

Name

Name

Printed

Printed

(SEAL)

(SEAL)

APPENDIX B

TOWN OF BADIN, NORTH CAROLINA SUPPLEMENTAL SERVICES AGREEMENT NO. [#] TO THE MASTER SERVICE AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES

SECTION I: PURPOSE

The purpose of this Supplemental Services Agreement (hereinafter "SSA") is for, [INSERT NAME HERE], the Consultant, to provide On-Call general architectural/engineering Professional Services, as assigned, in accordance with the Agreement titled, "TOWN OF BADIN, NORTH CAROLINA MASTER SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES" between the Town and [CONSULTANT], dated [date] (hereinafter "Master Services Agreement" or "MSA").

SECTION II: SCOPE

Consultant will perform On-Call General architectural/engineering Professional Services on an as-needed basis upon receipt of request and assignment from the Town representative. The Consultant shall comply with all terms of the MSA, which agreement is incorporated into this SSA as if fully set forth verbatim herein. Duties will involve [general scope of services].

Services to be provided include, but are not limited to [specific scope of services]. Consultant and the Town will mutually determine at time of assignment of individual tasks the Consultant personnel to be assigned, schedule, and deliverables.

SECTION III: SCHEDULE

Consultant shall perform tasks as expeditiously as practical and in conformance with schedules developed at the time of assignment of individual tasks and agreed upon by the Town and Consultant.

SECTION IV: PERIOD OF SERVICE

This SSA shall be for a period of from [date] to [date].

SECTION V: COMPENSATION

Consultant shall perform the services detailed in the scope described in Section II above on the basis of the hourly rate schedule contained in the MSA or set fee for services and attached hereto.

Billing shall be on a monthly basis in conformance with Section VI of the MSA, and invoices for all compensation owed in accordance with this SSA shall be submitted to the Town with sufficient detail to process the invoice for payment and for a proper pre-audit and post-audit thereof in accordance with Town standards. The total amount billed to the Town under this Supplemental Service Agreement shall not exceed [amount] nor shall the Consultant incur costs above [amount] without the written permission of the Town.

SECTION VI: INSURANCE COVERAGE

Consultant shall provide insurance coverage as provided for in Section VII of the MSA.

SECTION VII: OTHER SPECIAL TERMS

The Town will provide the Consultant all pertinent information and data available to the Town and deemed necessary to perform assigned tasks.

SECTION VIII: PRE-AUDIT, if applicable

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of Finance
Officer) Town of Badin
36 Falls Road
Badin, NC 28009

SECTION IX: CONTRACT MONITORING

Staff member responsible for monitoring the contract performance

requirements is: Name and Title: _____

Department Head Initials: __ _

SECTION X: PRE-AUDIT

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of Finance
Officer) Town of Badin
36 Falls Road
Badin, NC 28009

IN WITNESS WHEREOF, the Town of Badin and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF BADIN:

CONSULTANT:

By: _____

By: _____

Printed

Printed

Witnessed by:

Witnessed by:

Name

Name

Printed

Printed

(SEAL)

(SEAL)

TOWN of BADIN

TITLE VI APPENDMENT for _____ Contractor Name]

This contract amendment is made and entered into as of the _ day of----- 20
• by the Town of Badin ("Town") and INSERT NAME HERE ("Contractor"), organized and existing under the laws of the State of North Carolina.

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Badin (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

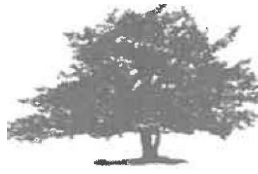
(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in

addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date



TOWN of Badin

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this "*Addendum*") is entered into by and between _____ (name of counterparty), a _____ (type of legal entity) ("*Contractor*"), and The Town of Badin, a municipal corporation of the State of North Carolina ("*Unit*") and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, on July 14, 2021, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund ("*State Fiscal Recovery Fund*") or Coronavirus Local Fiscal Recovery Fund ("*Local Fiscal Recovery Fund*" and, together with the State Fiscal Recovery Fund, the "*Fiscal Recovery Funds*") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("*ARPA*") (March 11, 2021); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("*Treasury*") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "*Regulatory Requirements*"); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

- I. **Definitions.** Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
- a) "*ARPA*" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
 - b) "*Administering Agency*" shall have the meaning specified in 41 C.F.R. § 60-1.3.
 - c) "*Applicant*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").
 - d) "*Construction Work*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").
 - e) "*Contract*" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.
 - f) "*Contractor*" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
 - g) "*Federally Assisted Construction Contract*" shall have the meaning specified in 41 C.F.R. §60-1.3, which is provided here for ease of reference: ("Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").
 - h) "*Government*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("The government of the

United States of America.").

- i) "*Laborer*" or "*Mechanic*" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference ("The term laborer or mechanic includes at least

those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").

- j) "*Recipient*" shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
- k) "*Subcontract*" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- l) "*Subcontractor*" shall mean an entity that receives a Subcontract.
- m) "*Subrecipient*" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- n) "*Tier*" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
- o) "*Unit*" shall have the meaning indicated in the preamble to this Addendum.

II. Equal Employment Opportunity

- a) If this Contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 - 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 11. 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- iv. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. 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.
- vi. Contractor will furnish to the Administering Agency and the Secretary of Labor 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 its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this Section II and the provisions of paragraphs (a)(i) through (a)(vii) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be

binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such

direction by the Administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- ix. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
 - x. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- b. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I (a) of this Addendum shall not apply.

III. **Copeland "Anti-Kickback" Act**

- a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to the Department of the Treasury.

IV. **Contract Work Hours and Safety Standards Act**

- a) *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek

in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b) *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV(a) (Overtime Requirements) above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV(a) (Overtime Requirements) above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV(a) (Overtime Requirements) above.
- c) *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV(b) (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- d) *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower Tier Subcontracts. Contractor shall be responsible for compliance by any first Tier Subcontractor or lower Tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).
- e) *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- a) *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies or materials or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made under a Contract or Agreement

- a) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes", any subject data or copyright described below. | |

"Government purposes," means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its Federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

11. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.
- b) Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public, either (1) Department of the Treasury's license in the copyright to any subject data developed in the course of the Contract, or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- c) Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- d) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- e) Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements **in** each Subcontract for experimental, developmental, or research work financed in whole or **in** part with Federal assistance.
- f) For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

VI. Clean Air Act and Federal Water Pollution Act

- a) *Clean Air Act*. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal

assistance provided by Treasury.

- b) *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

VII. Debarment and Suspension

- a) Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. §180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. §180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- b) **If this Contract is a covered transaction as set forth in Section VII(a) above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of Federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.**
- c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters.¹⁵ This certification is a material representation of fact relied upon by Unit and all liability arising from an erroneous representation shall be borne solely by Contractor.
- d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- a) Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally 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. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit which will, in turn, forward the certification(s) to the Department of the Treasury. Contractor shall cause the language of this Section VIII(a) to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.

- b) Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**

- c) Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

IX. Procurement of Recovered Materials

- a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000, or (2) the total value of such designated items acquired during the Unit's preceding fiscal year exceeded \$10,000.
- b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's website. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section IX(a):
 1. "*Backhaul*" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 11. "*Covered Foreign Country*" means the People's Republic of China.
 - n1. "*Covered Telecommunications Equipment or Services*" means: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
 - 1v. "*Critical Technology*"²⁰ means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15,

Code of Federal Regulations, and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

- v. *"Interconnection Arrangements"* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- vi. *"Roaming"* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- v11. "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- vu1. *"Telecommunications Equipment or Services"* means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) *Prohibitions.*

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in Section X(c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:
 1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;
 2. Enter into, extend, or renew a contract to procure or obtain any

equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

3. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or
4. Provide, as part of its performance of this Contract, any Subcontract, any contractual instrument, or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) Exceptions.

1. This clause does not prohibit Contractor or Subcontractors from providing:
 1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming, or Interconnection Agreements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 1. Covered telecommunications equipment that:
 - a. Is not used as a Substantial or Essential Component of any system; and
 - b. Is not used as Critical Technology of any system.
 2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) Reporting Requirement

- i. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this Section X to Unit, unless procedures for reporting the information are elsewhere established in this Contract.
- ii. Contractor shall report the following information to Unit pursuant to paragraph (d)(1) of this Section X:
 1. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 2. Within ten business days of submitting the information in paragraph

(d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services, and any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or services.

- e) Subcontractor. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XI. Domestic Preferences for Procurements

- a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.
- b) For purposes of this Section XI, the following terms shall mean:
1. "*Produced in the United States*" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 11. "*Manufactured Products*" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XII. Solicitation of Minority and Women-Owned Business Enterprises

- a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- b) For the purposes of Section XII(a), an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 143-128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. Access to Records

- a) Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- b) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution

XIV. Conflicts of Interest: Gifts and Favors

- a) Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by Conflict of Interest Policy of the Unit, the Regulatory Requirements (including, without limitation, C.F.R. § 200.318(c)(l)), and North Carolina law (including, without limitation, G.S. § 14-234(a)(l) and G.S. § 14-234.3(a)).
- b) Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each, a "Covered Individual"), no member of a Covered Individual's immediate family, no partner of a Covered Individual, and no organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- c) Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

- XVI. Other Non-Discrimination Statutes.** Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

- a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

XVII. Termination for Cause or Convenience

The Unit, by written notice, may terminate this contract, in whole or in part, when it is in the Unit's interest. If this contract is terminated, the Unit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Unit may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 1. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 11. Make progress, so as to endanger performance of this contract; or
- m. Perform any of the other provisions of this contract.

The Unit's right to terminate this contract may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Unit) after receipt of the notice from the Unit specifying the failure.

If the Unit terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Unit considers appropriate, supplies or services similar to those terminated. However, the Contractor shall continue the work not terminated.

If this contract is terminated for default, the Unit may require the Contractor to transfer title and deliver to the Unit any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Unit, the Contractor shall also protect and preserve property in its possession in which the Unit has an interest.

The Unit shall pay contract price for completed supplies delivered and accepted. The Unit may withhold from these amounts any sum the Unit determines to be necessary to protect the Unit against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of the Town in this clause are in addition to any other rights and remedies provided by law or under this contract.

XVIII. Administrative, Contractual, or Legal Remedies

The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by the Unit to the Contractor. Breach of contract disputes will be decided by arbitration, if the parties mutually agree, or in a North Carolina court of competent jurisdiction.

The Contractor understands that failure to meet the requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Contractor.

XVIX. Miscellaneous

- a) **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- b) **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XX. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

CONTRACTOR:

By: -----
Name:
Title:

UNIT:

By: -----
Name:
Title:

**ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**

APPENDIX A. 31 C.F.R. PART 21-CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)