



DATE ISSUED: March 20, 2025

CAPE FEAR PUBLIC UTILITY AUTHORITY

REQUEST QUALIFICATIONS FOR:

**A DESIGN-BUILD TEAM FOR DRINKING WATER EXTENSIONS TO UNSERVED
COMMUNITIES IN THE AREAS OF ROCKHILL ROAD AND ALANDALE DRIVE**

**Deadline for Inquiries
Time and Date Set for Submittal**

**April 10, 2025 at 2:00 PM
April 22, 2025 at 2:00 PM**

REQUEST FOR QUALIFICATIONS (RFQs)
FOR
DESIGN-BUILD SERVICES

**DRINKING WATER EXTENSIONS TO UNSERVED COMMUNITIES IN THE AREAS
OF ROCKHILL ROAD AND ALANDALE DRIVE**

INFORMATION AND INSTRUCTIONS TO DESIGN-BUILDERS

1 GENERAL INFORMATION

Cape Fear Public Utility Authority (CFPUA) intends to procure a qualified Design-Builder (DB) to provide design and construction services for the installation of water main extensions into existing neighborhoods in the areas of Rockhill Road and Alandale Drive to include the public and private-side water service connections.

- 1.1 Sealed Statement of Qualifications (SOQ) must be received by the Finance Department at 235 Government Center Drive, Wilmington, NC 28403 no later than April 22, 2025 at 2:00 PM
- 1.2 CFPUA will address questions regarding the RFQ until 2:00 PM on April 10, 2025. Questions submitted after this time will not be addressed. Questions should be directed to Ben Guerrieri, Procurement Manager, Cape Fear Public Utility Authority, at bids@cfpua.org.
- 1.3 CFPUA shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications (RFQ) will be in the form of an addendum, which will be furnished to all registered RFQ holders.
- 1.4 CFPUA reserves the right to reject any or all SOQ's to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQ received.
- 1.5 Project Description: The proposed Rockhill Road and Alandale Drive area water main extensions are a continuation of the CFPUA's ongoing efforts to provide public drinking water service connections and main extensions to unserved homes and communities in New Hanover County impacted by PFAS.

These water main extensions will be primarily funded via Division of Water Infrastructure (DWI) Emerging Contaminants Small and Disadvantaged Communities (EC-SDC) grants.

These projects will entail design, permitting, and construction of water main extensions into existing neighborhoods impacted by PFAS. The selected DB will form a team with CFPUA and execute preliminary and final comprehensive agreements for design and construction for a total project cost not to exceed the approved budget amount. This project will receive funding as outlined herein.

As the Rockhill and Alandale area projects are being funded through separate grants, all aspects of the projects shall be kept separate.

- Total Estimated Design-Build Project Budget for Alandale Area Water Extension: \$2,500,000
- Total Estimated Design-Build Project Budget for Rockhill Area Water Extension: \$670,000

Anticipated Project Schedules:

Item	Task	*Anticipated Date
1	Advertise Design Build RFQ for Design Build Teams	March 20, 2025
2	Receive Design Build SOQ's for Design Build Teams	April 22, 2025
3	Design Build Team Selection & Notification	May 6, 2025
4	Execute Preliminary Design Build Agreement DBIA 520	June 16, 2025
5	Design Team Develops 60% Drawings and Specifications	December 12, 2025
5	Permitting/DWI Submittals	February 11, 2026
6	Execute Construction Contract	June 11, 2026

**The anticipated schedule may be subject to change based on funding milestones set forth by the funding agency.*

- 1.6 The DB will be selected based on qualifications as outlined in Section 3 of this RFQ.
- 1.7 The Design Build services will be performed using Design Build Institute of America (DBIA) contract documents with one entity identified as the DB. Services will include all necessary activities to design and construct the project.
- 1.8 The DB will be an integral member of the Project Team, consisting of the DB, representatives from CFPUA, and other consultants required. It will be the responsibility of the DB to integrate the design and construction phases, utilizing skills and knowledge of design and general contracting, to provide design, code analysis, value engineering and constructability reviews, develop schedules, prepare detailed project construction estimates, study labor conditions, and, in any other way deemed necessary, to contribute to the development of the Project during the pre-construction/design phase.
- 1.9 The DB assumes design and construction risk and has direct authority over the sub-consultants and subcontractors. The DB will act as the CFPUA's fiduciary and have a relationship of trust and confidence between itself and CFPUA. CFPUA intends to enter into a Preliminary Design-Build Agreement with the selected Design-Build firm utilizing DBIA form 520. Upon completion of the preliminary design-build scope of work, CFPUA intends to develop a Lump Sum with the selected Design-Build firm for the project utilizing DBIA forms 525 and 535. The Project will be an "open book" job whereby

CFPUA may attend any and all meetings of the DB firm relating to the Project and have access to any and all books and records of the DB relating to the Project.

- 1.10** CFPUA is currently evaluating additional funding options for this project. All federal Uniform Guidance requirements will apply as federal funds are being utilized in addition to all applicable State requirements. These terms and conditions can be found at the end of this solicitation. Additionally, based on funding sources, MWBE outreach goals may differ from CFPUA's standard goals. MBE/WBE (DBE) Compliance Supplement can be found here:

<https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/design-bid>

2- ANTICIPATED SCOPE OF WORK

2.1 The scope of work will be generally delivered in a two-phased Progressive DB approach as described below.

- Phase 1 – Design and Pre-Construction Services: It is anticipated that the scope of services for Phase 1 will be negotiated on a lump sum basis and will require approval by CFPUA. During this phase, the scope of services will include overall project scoping, design meetings, development of an initial opinion of cost, design services through a 30% submittal package (with cost opinion update), and design completion to 60% or greater (with cost opinion update) and with the preparation and delivery of a lump sum cost and schedule for Phase 2.

In addition, the CFPUA will work with the Design-Builder to finalize the terms of the Design-Builder Agreement for Phase 2. If the parties can negotiate the Agreement for Phase 2 including, but not limited to: scope, schedule, contract terms, and lump sum cost then the Design-Builder will be authorized to proceed with Phase 2. It should be noted that the CFPUA must be able to demonstrate that execution of the Phase 2 work is cost-effective, allows for local sub-contractor competition, achieves schedule milestones, and meets the needs of the CFPUA. If a Phase 2 Agreement is not reached, then CFPUA will have no further contractual responsibility to the Design-Builder and may seek alternatives to project completion.

- Phase 2 – Design-Build Services Agreement: Phase 2 Design-Build work will include completion of design services, construction, and final project completion as outlined in the Design-Build Agreement.

2.2 In general, the project scope of work includes design and construction for the following key elements:

- All necessary professional engineering and construction services for the installation of grant-funded public water main extensions into existing neighborhoods in the areas of Rockhill Road and Alandale Drive to include the public and private-side water service connections.
- Exhibits A and B to this RFQ provides vicinity maps showing the general project areas.

- 2.3 After being selected, the DB will execute a contract with CFPUA to provide design, permitting, and construction services of the project including, but not limited to:
- Project management and administration through project leadership and overall team coordination.
 - Planning, design, preparation of forms and reports required by the funding agency(ies) (i.e. Engineering Report/Environmental Information Document (ER/EID)), permitting, etc. for water main and service installations in accordance with applicable technical standards and administrative requirements of the CFPUA, New Hanover County, City of Wilmington, NCDOT, DWI, NC Building Code, etc. **Experience with water distribution projects in an active urban environment is required.**
 - Complete all preliminary through final design engineering efforts for the project with design document submittals at 30%, 60%, 90%, and 100%.
 - Develop an initial opinion of cost and then update that cost opinion during design development with submittals at the 30% design stage, 60% design stage and final lump sum. An updated cost opinion should be maintained throughout Phase 1 effort. Demonstrated capacity to accurately estimate project costs and effectively deliver projects of this nature on time and within budget is relevant to the selection.
 - Complete all surveying, SUE, and geotechnical engineering required for successful design and construction and development of construction pricing.
 - Provide all construction management services related to the DB's scope of work.
 - Complete project close-out activities including final punch-lists, project certifications, and warranty efforts.
 - Ensure compliance with all applicable requirements set forth by the funding agency.
 - The DB will assume the risk of delivering the Project and will be responsible for construction means and methods.

3 - STATEMENT OF QUALIFICATIONS SELECTION CRITERIA

- 3.1 Firms interested in providing design build services must submit a Statement of Qualifications (SOQ) that addresses the following evaluation criteria. Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.
- 3.2 Cover Letter (1-page) containing at a minimum:
Company name, contact name, address, fax number, and email address
- 3.3 Qualifications Criteria

For the development of a shortlist, a rating system will be utilized by CFPUA to score and rank each proposal. Proposers are encouraged to keep their proposals concise and to include a minimum of marketing materials. At a minimum, each proposal must address the following criteria:

Item	Evaluation Criteria	Maximum Points
1	General Information & Relevant Firm Experience	30
2	Team Experience and Qualifications	30
3	Project Understanding and Approach	25
4	Other Factors	10
5	<u>MBE, WBE, SBE, DBE and Small Business Participation Outreach Plan</u>	5
6	Inclusion of Price Factors	Pass/Fail
7	Financial & Legal	Pass/Fail
Total Possible Points		100

Evaluation Criteria 1 - General Information

- a. Description of firm/team
- b. Legal company organization; organizational chart with names. The organizational chart shall also include major subcontractors.
- c. Identify the Project Manager for the DB firm who will be assigned to this project.
- d. List of applicable North Carolina licenses for construction, engineering, or other trades/professions pertinent to the project requirements.
- e. Each Proposer shall submit in its response to this RFQ an explanation of its project team selection consisting of either of the following team selection options:
 - a. A list of the licensed contractors, licensed subcontractors, and design professionals whom the design-builder proposes to use for the project's design and construction. If this project team selection option is used, the design-builder may self-perform some or all of the work with employees of the design-builder and, without bidding, also enter into negotiated subcontracts to perform some or all of the work with subcontractors, including, but not exclusively with, those identified in the list. In submitting its list, the design-builder may, but is not required to, include one or more unlicensed subcontractors the design-builder proposes to use. If this project team selection option is used, the design-builder may, at its election and with or without the use of negotiated subcontracts, accept bids for the selection of one or more of its first-tier subcontractors.
 - b. A list of the licensed contractors and design professionals whom the design-builder proposes to use for the project's design and construction and an outline of the strategy the design-builder plans to use for open subcontractor selection based upon the provisions of Article 8 of Chapter 143 of the General Statutes. If this project team selection option is used, the design-builder may also self-perform some of the work with employees of the design-builder, but shall not enter into negotiated contracts with first-tier subcontractors.

Evaluation Criteria 1 - Relevant Firm Experience and References

- a. Applicant's service capabilities and quality as it relates to this project.
- b. List and briefly describe 3 comparable projects completed by your firm or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include contract value and construction value (original value plus contract amendments, if applicable), project owner, project location, contact name and title, address, current and accurate telephone number, and email address (if available).
- c. A minimum of three referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
- d. Type and amount of total self-performed work that was completed (for completed projects) or is anticipated (for on-going projects).

Evaluation Criteria 2 - Team Experience and Qualifications

- a. Describe each team member's position within the DB. Provide resumes of each proposed team member in Appendix A.
 - b. Briefly describe each team member's role on this project.
 - c. Provide "team" experience working together on similar projects.
 - d. Explain your understanding of, and experience with, the Progressive Design-Build Delivery Method.
 - e. Provide information regarding teaming history and working relationship between the DB and the DB's consulting engineering firm(s).
 - f. Provide information regarding teaming history and working relationship between the DB and any proposed major construction subcontractor(s).
 - g. Explain the DB team's current workload and ability to proceed promptly with the project. Provide a statement regarding your assurance that your team has the necessary resources available to complete this project within the schedule provided in this RFQ.

Evaluation Criteria 3 - Project Understanding and Approach

- a. Describe your understanding of the project.
- b. Describe your planning, scheduling, estimating, and construction management tools.
- c. Describe your quality control plan during design and construction.
- d. Identify and discuss any potential problems during design and construction.
- e. Identify and discuss methods to mitigate those problems.
- f. Describe the work you anticipate self-performing, and the work you anticipate being performed by sub-consultants/subcontractors.
- g. Provide an anticipated project schedule with ideas to accelerate the overall duration.
- h. Describe approach to minimizing disruption and inconvenience to the residents of these existing neighborhoods and the general public.
- i. Describe approach to public outreach and communication with residents impacted by the work.



Evaluation Criteria 4 – Other Factors

- Describe approach to safety management. Provide documentation verifying that proposer has an acceptable safety record, including Experience Modification Rate (EMR) for the last three years. Note, proposers are directed not to submit full safety plans just the approach to safety management.
- Provide a statement regarding your assurance that this engagement will not result in a conflict of interest.
- Describe relevant factors impacting the quality and value of work.

Evaluation Criteria 5 - MBE, WBE, SBE, DBE and Small Business Participation Outreach Plan

- Describe your approach to MBE, WBE, SBE, DBE, and Small Business Participation Outreach Plan.
- Describe how you will comply with the Federal requirements as per 2 C.F.R. § 200.321.
- MBE/WBE (DBE) Compliance Supplement can be found here:

<https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/design-bid>

Evaluation Criteria 6 –Inclusion of Price Factors

No points will be allocated for Evaluation Criteria No. 6; Proposers will be rated as acceptable (pass) or unacceptable (fail). Price factors will be negotiated following selection of DB.

- Per S.L. 2021-189, Section 1.6, we are requesting price factors. Please fill-in and provide the following table with your SOQ.

*Price Factors Form (Include in SOQ)	
Design-Builder's Fee (%) for Phase 2 Services – as defined in DBIA Standard Document 525 or 535	%
Design-Builder's Fee (%) for additive Change Orders as defined in DBIA Standard Document 525 or 535	%
Design-Builder's estimated amount of self-perform work as a percentage of the total contract value	%
Proposers 2025 Rate Table for Key Personnel	\$/hr.
<i>Construction Staff</i>	
<i>Design Staff</i>	

**Selecting a Design-Build team does not obligate CFPUA to the proposed Price Factors provided by the Design-Build team. These fees and rates will be evaluated during the scoping phase.*

Evaluation Criteria 7 – Financial & Legal

No points will be allocated for Evaluation Criteria No. 7; Proposers will be rated as acceptable (pass) or unacceptable (fail)

- a. The selected DB firm will be required to provide a Performance and Payment Bond in the full amount of the contract. For this submittal, proposers shall provide evidence of their ability to provide and maintain the following:
 - i. A Performance and Payment Bond in the amount of at least \$3M
 - II. General Liability Insurance at \$3M per occurrence and \$5M aggregate
 - III. Umbrella Liability Insurance at \$5M per occurrence.
 - Iv. Workman's Compensation \$500,000. Each Accident, \$500,000. Disease-Each Employee, \$500,000. Disease-Policy Limit
 - V. Professional Liability at \$2M per occurrence.
- b. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.

4 - SUBMITTAL REQUIREMENTS

- 4.1 The SOQ shall include a one-page cover letter plus a maximum of fifty (35) 8.5x11" pages to address the SOQ criteria specified in Section 3 (excluding Resumes and Sub-consultant/Subcontractor Selection Plan). 11x17" pages may be used, but one 11x17" page will count as two 8.5x11" pages. Table of Contents and section divider pages do not count toward the total page count. Resumes for each key team member shall be limited to no more than two pages. Resumes and Sub-consultant/Subcontractor Selection Plan shall be attached as Appendix A.
- 4.2 Firms shall submit Five (5) hard copies to Procurement Manager, 235 Government Center Drive, Wilmington, NC 28403 no later than April 22, 2025 at 2:00 PM local time. SOQ's shall be enclosed in an opaque sealed package plainly marked on the outside with the notation "SOQ ENCLOSED." When using the mail or other delivery system, the DB firm is totally responsible for the mail or other delivery system delivering submittal to Procurement Manager, 235 Government Center Drive, Wilmington, NC 28403 no later than April 22, 2025 at 2:00 PM local time
- 4.3 Firms shall submit an electronic copy of their statement of qualifications in .pdf format to bids@cfpua.org. no later than April 22, 2025 at 2:00 PM local time. Maximum file size for .pdf submission is 25MB. A reply will be sent to the email address submitting the statement of qualifications to confirm receipt. It is the submitting firms' responsibility to confirm that CFPUA has received an electronic copy of their statement of qualifications via email. If email reply is not received from bids@cfpua.org, please call 910-332-6472 or 910-332-6651 before deadline for submission.
- 4.4 Failure to comply with the following criteria may be grounds for disqualifications:

- a. Receipt of submittal by the specified cut-off date and time.
 - b. The number of originals and/or copies of the submittal specified.
- 4.5 Adherence to the maximum page criteria is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have photos, charts and graphs will be counted toward the maximum number of pages.
- 4.6 Submitted information shall comply with N.C.G.S. 143-64.31 through 64.34 (aka Mini Brooks Act).
- 4.7 An Anti-Lobbying Certificate is attached as Exhibit C to this RFQ that must be submitted with the qualification statement.
- 4.8 **Please see Federal Requirements below for additional submittal requirements.**

5- SELECTION PROCESS AND SCHEDULE

- 5.1 A Project Evaluation Team (PET) will evaluate each Statement of Qualifications (SOQ) according to the above criteria. Following a review of the submittals, PET will select DB and post results. Those firms not selected for further consideration will be notified.
- 5.2 The following tentative schedule has been prepared for this project. Firms interested in this project must be available on the interview meeting date.
 - a. SOQ's due: April 22, 2025 at 2:00PM
 - b. Notify Selected DB May 6, 2025
- 5.3 CFPUA will enter into negotiations with the selected Offeror using CFPUA's standard form Design-Build Contract (DBIA Standard Documents with appropriate modifications agreed upon both parties). If the Offeror is unwilling to execute CFPUA's standard form Design-Build Contract and/or the selected firm fails to execute CFPUA's standard form Agreement within two weeks of notification of the highest rated team, CFPUA may then negotiate with the second or third highest ranked firm until a contract is executed, or CFPUA, in its sole discretion, may decide to terminate the selection process. If CFPUA is unsuccessful in receiving an acceptable price proposal for Phase 1 services, CFPUA may decide to terminate the selection process.

6 - REFERENCE DOCUMENTS

- Exhibit A – Proposed Rockhill Road Area Water Main Extensions
- Exhibit B – Proposed Alandale Drive Area Water Main Extensions
- Exhibit C – Anti-Lobbying Certificate

7 - FEDERAL REQUIREMENTS

I. Equal Employment Opportunity

- A. As the Contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, any Design Builder selected shall be subject to the following conditions:
1. Design Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Design Builder 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. Design Builder 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.
 2. Design Builder will, in all solicitations or advertisements for employees placed by or on behalf of Design Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. Design Builder 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 Design Builder's legal duty to furnish information.
 4. Design Builder 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 Design Builder's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. Design Builder 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.
 6. Design Builder 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.

7. In the event of Design Builder'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 Design Builder 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.
8. Design Builder will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. 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. Design Builder 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 Design Builder becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Design Builder may request the United States to enter into such litigation to protect the interests of the United States.

Since the parties to the Agreement are local government agencies, 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.

9. _____ agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Design Builder and any 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.
10. _____ 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 Design Builder debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Design Builder and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, _____ 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.

II. Copeland “Anti-Kickback” Act

- A. The Design Builder and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Design Builder or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. _____ shall report all suspected or reported violations to Treasury.

III. Davis-Bacon Act

- A. All suppliers, Design Builders, subcontractors, consultants, and sub-consultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

IV. Contract Work Hours and Safety Standards Act

- A. *Overtime Requirements.* No Design Builder 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 they are 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, Design Builder and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Design Builder 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 \$33 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.* _____ 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 monies payable on account of work performed by Design Builder or Subcontractor under any such contract or any other federal contract with the same prime Design Builder, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Design Builder, such sums as may be determined to be necessary to satisfy any liabilities of Design Builder 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.* The Design Builder or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Design Builder 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.* Design Builder 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 last known address, telephone number, and email address of each such employee, Social Security number, correct classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act), 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 Design Builder or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Design Builder or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if the Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, 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.
- B. Unless otherwise provided by law, suppliers, Design Builders, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, Design Builders, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents



located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

- C. Unless prohibited by North Carolina law, upon request by the Government, _____ will require the Design Builder 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 Design Builder 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. Design Builder 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 Design Builder.
- 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.

VI. Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act.* _____ 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.* The selected Design Builder shall report each violation to _____ and _____ will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. The Design Builder shall 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.* _____ 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.* The selected Design Builder shall report each violation to _____ and _____ will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. The Design Builder shall 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, _____ is a participant in a non-procurement 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, the 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, Design Builder shall certify as of the date of execution of the Contract that Design Builder, Design



Builder's principals (defined at 2 C.F.R. § 180.995), and any affiliates (defined at 2 C.F.R. § 180.905) of both Design Builder and Design Builder'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) the Contract shall be void, (2) _____ shall not make any payments of federal financial assistance to Design Builder, and (3) _____ shall have no obligations to Design Builder under the Contract.

- C. The Design Builder 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. This certification is a material representation of fact relied upon by _____, and all liability arising from an erroneous representation shall be borne solely by the Design Builder.
- D. If it is later determined that the Design Builder 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 _____, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- A. The Design Builder shall certify to _____, and 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. The selected Design Builder 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 _____, which will, in turn, forward the certification(s) to Treasury. Design Builder 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 _____ has relied when entering into the Contract, and all liability arising from an erroneous representation shall be borne solely by the Design Builder.
- B. Any Design Builder that bids or applies for a contract exceeding \$100,000 (including the Contract, if applicable) also must file with _____ the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Any Subcontractor to the Contract with a Subcontract (at any Tier) exceeding \$100,000 shall 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) the 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 _____'s preceding fiscal year exceeded \$10,000.

- B. All suppliers, Design Builders, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. All suppliers, Design Builders, and subcontractors, consultants, sub-consultants should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

X. Domestic Preferences for Procurements

- A. For purposes of this Section X, the terms below are defined as follows:
 - 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.
 - 2. "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.
- B. The selected Design Builder should, to the greatest extent practicable and consistent with law, 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. The Design Builder shall cause any Subcontractors to include the requirements of this Section X in any Subcontracts.

XI. Solicitation of Minority and Women-Owned Business Enterprises

- A. If the selected Design Builder intends to let any Subcontracts, _____ shall require that the Design Builder (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 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.

XII. Access to Records

- A. _____, the selected Design Builder, and the parties to the Agreement will provide 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 Design Builder which are directly pertinent to this Contract to conduct audits or any other investigations. Any of the foregoing parties may reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- B. _____ agrees to retain all records covered by this Section XII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Agreement and/or Contract.

XIII. Conflicts of Interest; Gifts and Favors

- A. _____ will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the _____ Conflict of Interest Policy, any Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§14-234(a)(1) and -234.3(a)).
- B. The selected Design Builder shall certify to _____ that as of the date of execution of the Contract, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of _____ or any party to the Agreement involved in the selection, award, or administration of the Contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Design Builder) 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, Design Builder. Should the Design Builder obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date thereof, Design Builder shall promptly disclose the same to _____ in writing.
- C. The selected Design Builder shall certify to _____ that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of _____. Should the Design Builder 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 thereof, Design Builder shall promptly disclose the same to _____ in writing.

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

- A. The selected Design Builder and any Subcontractor, or the successor, transferee, or assignee of the Design Builder 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.

XV. Other Non-Discrimination Statutes

- A. _____ is bound by and agrees, to the extent applicable to the selected Design Builder, 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:
1. 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;
 2. 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;
 3. 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
 4. 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 in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

XVI. Miscellaneous

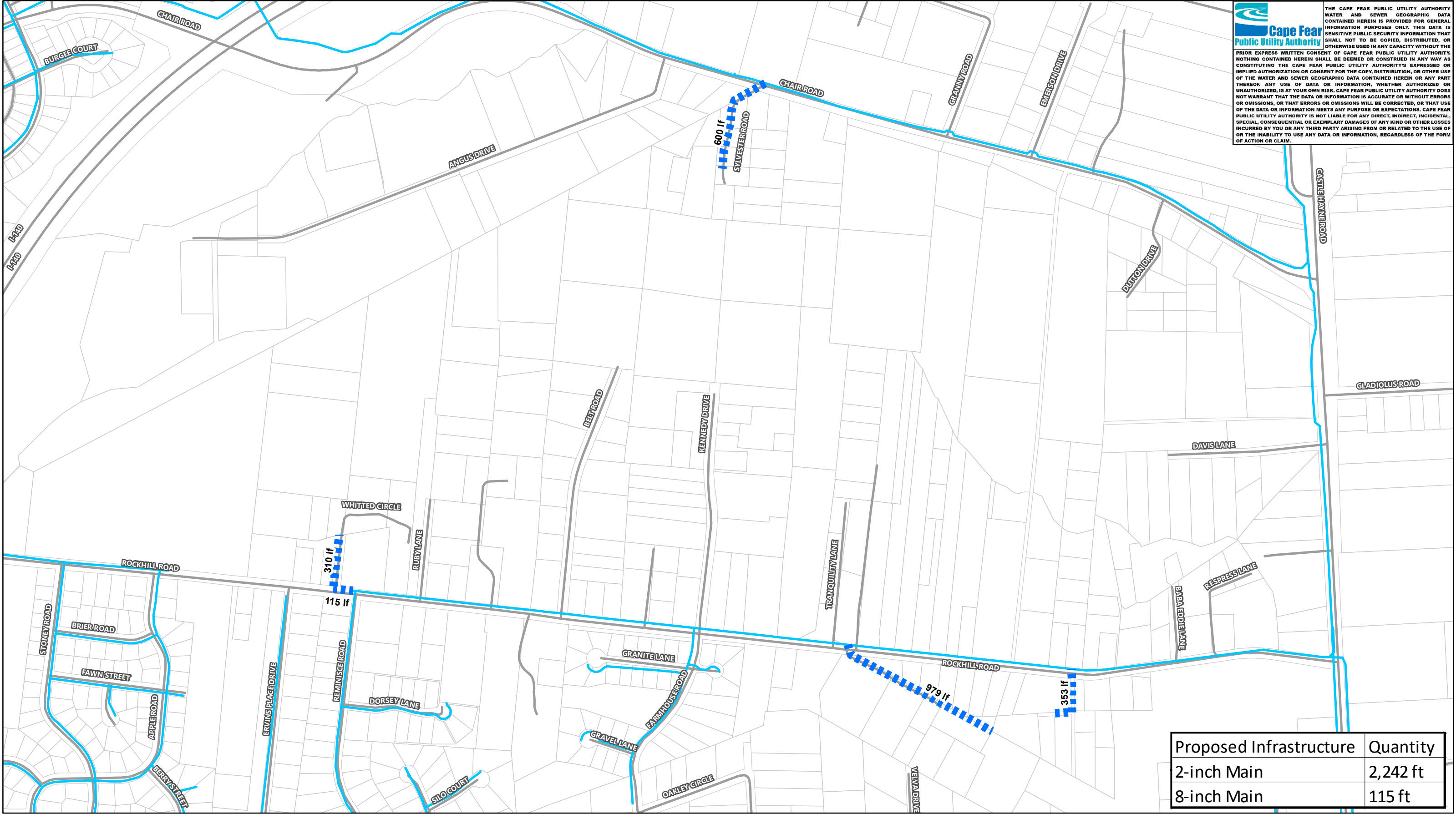
- A. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), _____ shall encourage the selected Design Builder to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.



- B. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), _____ shall encourage the selected Design Builder to adopt and enforce policies that ban text messaging while driving.
- C. *Drug-Free Workplace Regulations.* All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.
- D. *Whistleblower Protection Act.* An employee of Design Builder or any supplier, contractor, subcontractor, consultant, or sub-consultant must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.
- E. *Hatch Act.* All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

XVII. Conflicts and Interpretation

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.



Cape Fear
Public Utility Authority

THE CAPE FEAR PUBLIC UTILITY AUTHORITY WATER AND SEWER GEOGRAPHIC DATA CONTAINED HEREIN IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. THIS DATA IS SENSITIVE PUBLIC SECURITY INFORMATION THAT SHALL NOT TO BE COPIED, DISTRIBUTED, OR OTHERWISE USED IN ANY CAPACITY WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF CAPE FEAR PUBLIC UTILITY AUTHORITY. NOTHING CONTAINED HEREIN SHALL BE DEEMED OR CONSTRUED IN ANY WAY AS CONSTITUTING THE CAPE FEAR PUBLIC UTILITY AUTHORITY'S EXPRESSED OR IMPLIED AUTHORIZATION OR CONSENT FOR THE COPY, DISTRIBUTION, OR OTHER USE OF THE WATER AND SEWER GEOGRAPHIC DATA CONTAINED HEREIN OR ANY PART THEREOF. ANY USE OF DATA OR INFORMATION, WHETHER AUTHORIZED OR UNAUTHORIZED, IS AT YOUR OWN RISK. CAPE FEAR PUBLIC UTILITY AUTHORITY DOES NOT WARRANT THAT THE DATA OR INFORMATION IS ACCURATE OR WITHOUT ERRORS OR OMISSIONS, OR THAT ERRORS OR OMISSIONS WILL BE CORRECTED, OR THAT USE OF THE DATA OR INFORMATION MEETS ANY PURPOSE OR EXPECTATIONS. CAPE FEAR PUBLIC UTILITY AUTHORITY IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF OR THE INABILITY TO USE ANY DATA OR INFORMATION, REGARDLESS OF THE FORM OF ACTION OR CLAIM.

- Proposed Water Main Extensions
- Existing Water Mains

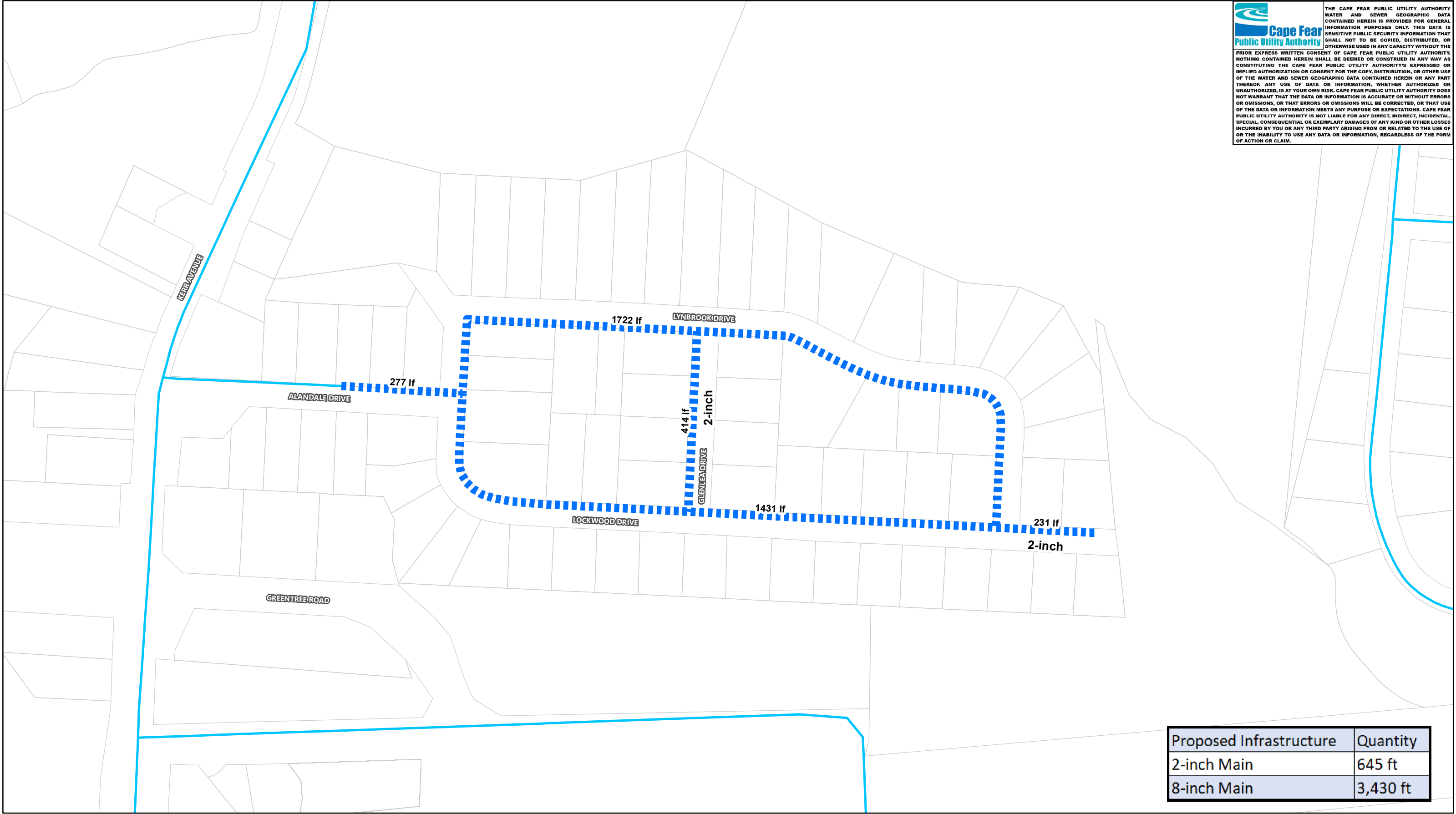
Proposed Rockhill Road Area Water Main Extensions Exhibit A

Proposed Infrastructure	Quantity
2-inch Main	2,242 ft
8-inch Main	115 ft

500 250 0 500 1,000 1,500 2,000

1 Inch = 500 Feet

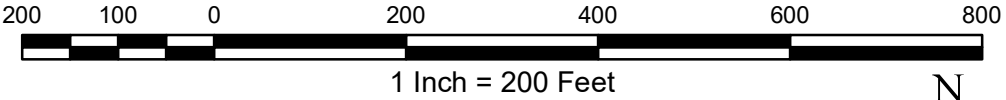




Proposed Infrastructure	Quantity
2-inch Main	645 ft
8-inch Main	3,430 ft

- Proposed Water Main Extensions
- Existing Water Mains

Proposed Alandale Drive Area Water Main Extensions Exhibit B



Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with qualifications statement)

The undersigned [Design Builder] certifies, to the best of his or her knowledge, 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 subrecipients 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 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 Design Builder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Engineer understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Design Builder's Authorized Official

Name and Title of Design Builder's Authorized Official

Date