

REQUEST FOR QUALIFICATIONS

FOR

PROFESSIONAL ENGINEERING SERVICES FOR THE
MILLER BLVD AND LAKE ROAD EXPANSION PROJECT



CITY OF HAVELOCK, NORTH CAROLINA

October 17, 2024

**REQUEST FOR QUALIFICATIONS
FOR**

**PROFESSIONAL ENGINEERING SERVICES FOR THE MILLER BLVD AND LAKE
ROAD WATER EXPANSION PROJECT**

Pursuant to North Carolina General Statute §143-64.31, the City of Havelock, North Carolina is releasing this Request for Qualifications (RFQ) seeking responses from qualified consultants with proven experience and expertise, to provide professional engineering, environmental, and related services for the Miller Blvd and Lake Road Water Expansion Project as described in this document. Submitted proposals are to be in accordance with the attached specifications and may be submitted by mail, email, or hand delivered.

This project is being funded by a grant from the Division of Water Infrastructure S.L. 2023-134 Appropriations Act Directed Project and American Rescue Plan Act (ARPA). The grant agreement is being administered through the Division of Water Infrastructure. This project must comply with all federal terms outlined in the grant agreement and all applicable state and local policies.

Cover sheets, envelopes, etc. should be clearly marked with the following:

**“City of Havelock, Request for Qualifications:
Miller and Lake Expansion Project”**

Consulting firms submitting proposals shall be in good standing and licensed with the North Carolina Board of Examiners for Engineers & surveyors. Additionally, firms shall be experienced in all aspects of the fields of wastewater collection and treatment, outfall lines, potable water and distribution systems, boundary survey, easement mapping, deep preparation, and the operation and maintenance of water and wastewater collection, treatment, and distribution facilities.

DEFINITIONS

As used in the RFQ, the following terms shall have the meanings set forth below:

<i>City:</i>	The City of Havelock, North Carolina.
<i>Contract or Agreement:</i>	The contract(s) executed by the City and Consultant for the services covered by the RFQ.
<i>Evaluation Committee:</i>	The team of City staff that will make a recommendation for Contract award to the Board of Commissioners.
<i>RFQ:</i>	This Request for Qualifications for professional services.
<i>RPR:</i>	The Resident Project Representative.
<i>Services:</i>	The services described in this RFQ (Outline of Work Required).

Service Provider: Each firm that submits a Qualifications Package for consideration by the City of Havelock in compliance with the requirements stated in the RFQ.

SOQ: The Statement of Qualifications will be the Service Provider's official response to this RFQ.

PROJECT DESCRIPTION

The City of Havelock intends to contract with a professional engineering firm(s) to provide services for the development of a comprehensive plan for a water extension to service properties along Miller Blvd and Lake Road, with the extension of services down Lake Road, beyond the Havelock Bypass for the purposes of growth and economic development. The length of service extension down Lake Road is anticipated to be around 3,000 feet. An evaluation of the existing water lines in the area will be required to assess what upgrades might be required to provide extension of services. Proposed development may include up to 1,200 residential units with accompanying retail, commercial and light industrial use. The City of Havelock is seeking the most beneficial and economical alignment, upgrades to existing pumps, and lines, as may be required. Firms responding to this RFQ shall provide documentation of their experience, expertise, and knowledge in conducting water system design and their ability to obtain required easements to serve the area. The resulting contract will be developed as a collaborative effort between the City and the selected Professional Engineering firm(s).

CITY OF HAVELOCK AND UTILITY INFORMATION

The City of Havelock is located in Craven County on the US70 corridor between New Bern, North Carolina and Morehead City, North Carolina with a population of approximately 17,000 residents, and is home to Marine Corps Air Station Cherry Point (MCAS-CP). The population of Craven County is approximately 100,000 residents. Havelock provides water for 5,299 residential customers, 637 commercial customers, and 18 institutional customers. We do not provide services to MCAS-CP.

The city operates a single ground water treatment plant and a single wastewater treatment plant with 80 miles of distribution lines and 80 miles of collection lines, including 32 pump stations. The city owns 3 water towers and has more than 2,200,000 gallons of water in reserve to serve our citizens and business, and a certified water and wastewater analytical laboratory. Water is currently sourced from the indigenous aquifer from four wells: two at the treatment facility and two located on forest property in proximity to the plant. The water is run through one of two sets of three filters and two softener tanks. The filtered water is then treated with chlorine and ammonia, producing chloramines which disinfect the water and minimize decontamination byproducts. The water is then pumped to the storage tanks and the distribution lines. During the filter backwash process, permanganate is added to remove iron. The filter media is backwashed and solids are removed to an outside clarifier. Settled solids are dried and hauled from site to landfill, while the clean backwash water (essentially filtered, untreated groundwater) is released to the stormwater system in accordance with current permit. During distribution, the chloramines' effect eventually fades, so the City will periodically flush the lines through the hydrants as well as refresh the tanks to ensure a steady supply of clean water.

SCOPE OF CONSULTANT AND ENGINEERING SERVICES

The Scope of Consultant's Services, as currently envisioned by the City, may include, but not be limited to, the following potential areas of work. Consultants are requested to highlight their expertise and experience in these and related areas pertaining to water and wastewater services. Professional services to be provided by the selected firm(s) may generally be as follows:

1. Conduct an environmental assessment in compliance with DEQ requirements.
2. Location and mapping of existing systems and surrounding features by conventional, GPS, and unmanned aerial surveys, including but not limited to, roadway, pedestrian features, storm drainage systems, public and private utility systems, right-of-way and property lines, traffic control systems and devices as necessary for the completion of the various phases of the project.
3. SUE services to identify all existing utilities and services including potential conflicts.
4. The design of the distribution system extension, including, but not limited to, materials, dimensions, and pumps.
5. Design of distribution pipe means and methods, including construction schedules to be the least impactful on adjacent property owners.
6. Design and construction sequencing of trench and pavement replacement of impacted streets, including boring.
7. Design of stormwater and other conveyance systems impacted along the corridor.
8. Develop easement plats, legal descriptions, and deeds for new location and expansion lines as necessary.
9. Develop appraisals and negotiate easement acquisitions with impacted property owners.
10. Prepare all necessary applications to secure required encroachments, permits, and approvals as required by final design by NCDOT, NCDEQ, NC Railroad and Norfolk Southern if applicable, and other permitting agencies.
11. Develop an engineer's estimate for the project(s).
12. Develop project plans and specifications, all bid documents, and all contract documents.
13. Conduct the construction bidding process to include participation in the pre-bid conference, replying to requests for information, preparing advertisements for bid solicitations, attending bid opening, preparing a certified bid tabulation, preparing a formal recommendation for award, and issuing a notice to proceed, when applicable.
14. Provide construction management including but not limited to construction inspection, shop drawing review, testing, pay records, certifications, and as-built plans.
15. Provide necessary documentation needed for compliance with DEQ, DWI, ARPA, EDI, and other local, state, and federal agencies, as the primary funding source is Division of Water Infrastructure S.L. 2023-134 Appropriations Act Directed Project and American Rescue Plan Act (ARPA). Familiarity with DEQ and other federal and state required processes will be necessary.
16. Provide as-built drawings for all phases completed under this DWI funding, as applicable.

The City understands this RFQ may not fully describe the requested work. The preceding list provides some areas of professional services for projects that have been performed or discussed in the past or planned for the future. This is not an all-inclusive list. The city retains the rights to modify the scope of the master planning effort as mutually agreed upon by the selected consultant and the City. The City may also start, stop, or cease any project at any time based on needs of the city or current situational economic conditions.

PERIOD AND TERMS OF CONTRACTUAL AGREEMENT

The City is interested in obtaining the professional services of one or more consulting firms to provide support for the development and construction of this expansion and related improvements. The scope and time frame for the surveying, preparation, engineering and design of the construction documents will be such that the project can be under construction as funds become available. A proposed schedule should be included.

All SOQs shall become the property of the City of Havelock once submitted for consideration and will only be returned to the submitting firm at the City's option and discretion. Any restrictions on the use of the information and data contained, or any proprietary information submitted, within the qualification submittal must be clearly stated in the submittal itself. Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondents' sole responsibility. The City of Havelock reserves the right to refuse any or all packages received.

SUBMITTAL REQUIREMENTS

If bid is submitted by mail or hand delivered submit one unbound copy, five bound copies, and one electronic copy of the written proposal on a flash drive with a second sealed envelope titled fee schedule. If submitting bid by email include a separate file attachment titled fee schedule. Bids will be accepted until **2:00PM EST on Friday, November 8, 2024**. No proposals will be accepted after this date and time. The City of Havelock reserves the right to refuse any or all packages received.

Submit Proposals to:

Kimberly Walters
Finance Director
City of Havelock
P.O. Drawer 368
1 Governmental Avenue
Havelock, NC 28532
Bids@havelocknc.us

Each firm is solely responsible for the timely delivery of its SOQ. The City will not consider SOQs received after the required date and time. All questions regarding this project should be directed to bids@havelocknc.us. In an effort to keep the selection process objective, do not contact any City of Havelock Staff or elected official. Questions must be received by **2:00 PM EST, Friday, October 25, 2024**. If questions are received, the City will respond no later than **12:00 PM EST, Wednesday, October 30, 2024**.

SOQ Organization: To facilitate the City's objective review of the SOQs from different Consultants, the Consultants are requested to organize the main document using a standardized format. Each SOQ should contain the following numbered and labeled sections:

- I. A cover letter on company letterhead signed by a Principal or other member of the firm authorized to commit the firm to contract for professional services.
- II. Table of Contents: Include page numbers.
- III. Executive Summary: This should address the highlights of the SOQ, along with the strengths and special expertise of the firm and the associated team to successfully accomplish the objectives of the City. Please limit the Executive Summary to one page.
- IV. Statement of Qualifications: Identify and describe the qualifications of the firm and professional services that may be provided by the consultant or consultant team in response to this RFQ. Also include information on any proposed sub-consultants. Please list similar projects completed by the firm for reference and experience working on projects with state and federal funding. Please note which team members were involved in reference projects. Also highlight any projects performed for the City of Havelock during the past 10 years and your familiarity with the project area.

- V. Project Approach: This should include a proposed project schedule indicating project milestones (including, but not limited to, the initial meeting/project kickoff, periodic progress meetings, and project completion) and detailed approach to complete the project, familiarity with the project, identification of unique issues related to the project, potential funding grants or financial assistance sources, and the process for communication with, and input from, stakeholders.
- VI. Project Team & Project Management: Please identify the proposed project team (including any subconsultants) and key personnel for the successful completion of projects in partnership with the City. Please include brief resumes of the project team members. Also, please identify the project manager(s) and any other team leaders proposed. Briefly describe how projects will be successfully managed. It is expected that the team members proposed in the SOQ will be the ones that will actually work on projects for the City. Describe the planned and envisioned workload of the proposed team members for the timeframe of this contract, and verify that proposed staff will be prepared for timely completion of the project. Also describe your quality control methods. Provide a listing of hourly rates by position classification.
- VII. Reference Projects: Please provide the name, telephone number, and address of at least three (3) references in organizations for whom your firm provided professional services within the last five (5) years on projects similar to this RFQ and whom the City of Havelock may contact regarding your firm's performance on their projects. For each project, provide the project name, location, and project budget.

If the Consultant wishes to submit additional information in support of, or to strengthen, the SOQ, please include in a separate appendix. **SOQs must be limited to no more than 30 pages, excluding the cover page, cover letter, table of contents, résumés, and section dividers.** Minimum font size should be Times New Roman 11 point for narrative sections, but may be reduced for captions, footnotes, etc. as required while still maintaining legibility. A page is one side of an 8.5" x 11" piece of paper.

SELECTION OF CONSULTANT

This RFQ does not commit the City to enter into an agreement, to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations, or to procure a contract for the project. The City will require the selected consultant(s), if any, to participate in negotiations of the fees for the project and to submit such scope, technical and/or other revisions to the proposals as may result from negotiations. The City reserves the right to perform all or some of the services described in this document with its own work force. The City also reserves the right to issue future RFQs and solicit responses from firms not selected as part of this process.

Statements of Qualifications and Proposals are traditionally evaluated and ranked based upon objective Qualifications-Based criteria. The City reserves the right to request an interview with any potential Consultant during the selection process. If the City determines the need to interview potential Consultants, the potential Consultants will be notified as early as possible in the proposal review process. Evaluation criteria, in the order of significance, are as follows:

Category	Points
Thoroughness of response to the City’s RFQ.	0 - 20
Proposed team members’ experience on similar projects.	0 - 20
Qualifications, certifications, abilities, availability, and geographic location of key individuals identified in the SOQ package on similar projects. Key staff located with a reasonable proximity of the City of Havelock is preferable. Availability of key team members and current work load.	0 - 25
Comments on Consultant’s performance on previous projects by the References provided by the Consultant. Quality and timeliness of past similar projects.	0 - 15
Familiarity with the requirements of the Division of Water Infrastructure, Economic Development Initiative - Project Funding Grants.	0 - 15
Track record in delivering quality professional services in a timely manner for the City of Havelock on past projects. Familiarity with the standards and requirements of the City of Havelock, Craven County, and the NCGS for construction plans, specifications, and letting.	0-5
Maximum Score	100

RFQ CONTACT

Inquires regarding this RFQ process should be directed to Kimberly Walters, Finance Director for the City of Havelock. Prospective firms may make inquiries to obtain clarification of the requirements contained within the RFQ. All inquiries shall be submitted in writing via email to the following address: bids@havelocknc.us. All inquiries must be received by 2:00PM EST on Friday, October 25, 2024.

SELECTION SCHEDULE

The following is the anticipated schedule for the Consultant Selection Process:

<u>Item</u>	<u>Date</u>
City of Havelock issues RFQ	October 17, 2024
Completed SOQs due to the City Of Havelock, Public Utilities Department	Must be received by Finance Director by 2:00PM EST on Friday, November 8, 2024
City review of SOQs and Selection of Short List of Qualified Consultants, if Applicable.	November 11 – November 15, 2024
Interviews with potential Qualified Consultants, if needed	November 18 – November 20, 2024
City selects Most Qualified Consultant	On or Before November 22, 2024
City goes before Board to have Contract awarded	On November 25, 2024
Submittal of complete and signed Contract documents by the selected Consultant to the City	On or Before December 6, 2024

The City of Havelock appreciates your interest in providing professional services.

Sincerely,

Christopher W. McGee, MPA, PE
City Manager

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 _____ (“*Contractor*”), and City of Havelock, a municipal corporation of the State of North Carolina (“*Owner*”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, Owner 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*”); and

WHEREAS, Owner 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, Owner must comply with the terms of ARPA, regulations issued by the U.S. Department of the 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 U.S. Department of 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, Owner 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, Owner 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, Owner 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 Owner 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 Owner, 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. The term includes, but is not be limited to, the portion of that certain “Contract Agreement” between Contractor and Owner dated _____ that is financed with a Federal award.
- f) “*Contractor*” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Owner.
- 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: (“[A]ny 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: (“[T]he 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 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 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.

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:
 - i. 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.
 - ii. 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the 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 all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 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)(viii) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The 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 a 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.

Owner 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, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of Owner which does not participate in work on or under the contract.

- ix. Owner 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. Owner 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, Owner 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.

III. Copeland "Anti-Kickback" Act

- a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874, which generally prohibits inducing persons involved in federally-financed projects from giving up compensation to which they are entitled by employment contracts. Owner shall report all suspected or reported violations to the U.S. 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.* Owner 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 U.S. Department of Labor, and Contractor 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 this Contract is (1) a Contract for (i) transportation by land, air, or water; (ii) the transmission of intelligence, (iii) the purchase of supplies or materials or articles ordinarily available in the open market, or (iv) 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.
 - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.
- b) Unless the Department of the Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Department of the Treasury to make available to the public, either the Department

of the Treasury's license in the copyright to any subject data developed in the course of the Contract, or 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 Federal 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 Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the 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 the 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, and 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 Control 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 Owner and understands and agrees that Owner 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 the U.S. Department of the 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 Owner and understands and agrees that Owner 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 the U.S. Department of the Treasury.

VII. Debarment and Suspension

- a) Due to its receipt of Fiscal Recovery Funds, Owner 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 each of Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of 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) Owner shall not make any payments of Federal financial assistance to Contractor, and (3) Owner 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 it enters into. This certification is a material representation of fact relied upon by Owner 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 Owner, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- a) Contractor certifies to Owner, 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 Owner who will in turn forward the certification(s) to the U.S. 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 Owner 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 Owner the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- c) Contractor also shall cause any Subcontractors with a Subcontract (at any Tier) exceeding \$100,000 to file with their 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 Owner’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 be acquired (1) competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meeting 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 Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. 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):
 - i. “*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).
 - ii. “*Covered Foreign Country*” means the People’s Republic of China.
 - iii. “*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.

- iv. “*Critical Technology*” 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 (i) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) 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.
- vii. “*Substantial or Essential Component*” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- viii. “*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.*

- i. 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.

- ii. 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, or any other contractual instrument, 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.*

- i. 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.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment that:
 - a. Are not used as a Substantial or Essential Component of any system; and
 - b. Are 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 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 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 Owner, unless elsewhere in this Contract are established procedures for reporting the information.
- ii. Contractor shall report the following information to Owner pursuant to paragraph (d)(1) of this Section X:
 1. Within one business day from the date of such identification or notification: The contract number; the 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 10 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:
 - i. “*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.
 - ii. “*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 N.C. Gen. Stat. § 143-128.4(a), 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 Owner, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives 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.

XIV. Conflicts of Interest; Gifts & Favors

- a) Contractor understands that (1) Owner will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by Owner's Code of Ethics, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).
- b) Contractor certifies to Owner that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Owner involved in the selection, award, or administration of this Contract (each, a “Covered Individual”), nor any member of a Covered Individual’s immediate family, nor a Covered Individual’s partner, nor an 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 Owner in writing.

- c) Contractor certifies to Owner that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Owner. 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 Owner 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 includes 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 the Department of the 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 Owner 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. Miscellaneous

- a) **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), Owner 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), Owner encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XVIII. **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.

[Signature Page Follows]

CONTRACTOR:

By: _____
Name: _____
Title: _____

CITY OF HAVELOCK:

By: _____
Name: Christopher McGee
Title: City Manager _____

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

Kimberly Walters, Interim Deputy Finance Officer

**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 the undersigned’s 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, or 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.
4. 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 of the 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 and 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official:

Contractor

Date