



**NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)
FOR
DESIGN AND ENGINEERING, PERMITTING, AND CONSTRUCTION ADMINISTRATION
SERVICES FOR THE REPAIR AND ENHANCEMENT OF INFRASTRUCTURE AND ASSETS
DAMAGED BY TROPICAL STORM CHANTAL IN THE TOWN OF CHAPEL HILL, NC.**

Bid: A/E 26-001

From: Zakia Alam, Purchasing & Contracts Manager

Subject: Request for qualifications for design services, engineering services, regulatory coordination, permitting management, and construction administration services for the repair and enhancement of infrastructure and assets that were damaged by tropical storm Chantal in the Town of Chapel Hill, NC.

Date: 09/26/2025

The Town of Chapel Hill seeks written statements of qualifications (SOQ) from professional Engineering Firms (Consultant) specializing in Design Services, Engineering Services, Regulatory Coordination, Permitting Management, and Construction Administration Services as they relate to the assessment of, repair of, and enhancement of multiple and varying types of infrastructure and assets that were damaged by flood waters during tropical storm Chantal in the Town of Chapel Hill, NC.

Submittals are due by 3:00 pm on October 27, 2025. Please email submittals to Zakia Alam, Purchasing and Contracts Manager at zalam@townofchapelhill.org, with a subject line of “**RFQ for Engineering & Permitting for Chantal Related Infrastructure Repairs.**”

If you have any questions concerning the bidding procedures, please contact the Purchasing Division at (919) 969-5022.

Questions concerning this Request for Qualifications must be submitted in writing no later than 2:00 P.M. on October 10, 2025, to Chad Brown, Public Works Capital Projects Manager, via e-mail at cbrown1@townofchapelhill.org. All responses to submitted questions will be published in the form of an addendum on the Town’s website at www.townofchapelhill.org by 5:00 P.M. on October 17, 2025.

The Town of Chapel Hill reserves the right to reject any and all Statements of Qualifications.

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Request for Qualifications for

Design Services, Engineering Services, Regulatory Coordination, Permitting Management, and Construction Administration Services for the Repair and Enhancement of Infrastructure and Assets that were Damaged by tropical storm Chantal in the Town of Chapel Hill, NC

1.0 Introduction

The Town of Chapel Hill (Town), North Carolina is requesting statements of qualifications from engineering firms interested in providing engineering, design, permitting, and construction administrative services on a task order basis related to funding acquisitions for the repair and augmentation of Town-owned infrastructure and assets that were degraded as a result of the flooding effects from tropical storm Chantal. This will be a consultant contract with multiple task-order projects to be undertaken individually in the future as the funding becomes available. The consultant will be allowed to work with sub-consultants as necessary to provide the required expertise for the conveyance of the fully executed scope for each and every one of the anticipated, individually funded, erosion control and streambank stabilization projects. The Statement of qualifications does not need and should not include a fee proposal for any tasks; fee proposals with hourly rates would be requested during the course of contract negotiations. Following an interview process, the Town of Chapel Hill will begin contract negotiations with the firm determined to be the most qualified. In the event that a contract cannot be negotiated with the first firm, the Town of Chapel Hill reserves the right to negotiate with the next qualified firm(s) until a contract can be reached.

Except as provided below, any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board of Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a statement of qualification. Firms which are not providing engineering services need not be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

2.0 Background Information

In July 2025, tropical storm Chantal caused flooding damage throughout the Town of Chapel Hill, primarily along the Bolin Creek, Morgan Creek, and Booker Creek stream drainage corridors. Numerous Chapel Hill Trails are currently closed in the areas that need repair. Multiple erosion control and streambank stabilization project areas have been identified that require professional engineering services to address their recovery solutions. Disaster declarations from both the State

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of North Carolina as well as the Federal Government have been received. All Federal Emergency Management Agency (FEMA) contracting and reimbursement requirements will be strictly adhered to.

Examples of the type of damage that occurred to the Town owned infrastructure and assets include: localized scouring under paved concrete and asphalt trails; erosion of streambanks; retaining wall damage; undermining of trail and sidewalk segments; degradation of abutment protections; compromised culverts, pipes, and inlets; damage to guard railings, trail railings, and protective fencing; loss of real property in highly utilized areas; as well as the disappearance of landscape material and overall natural aesthetics. See the photographs below for some examples of the destruction.



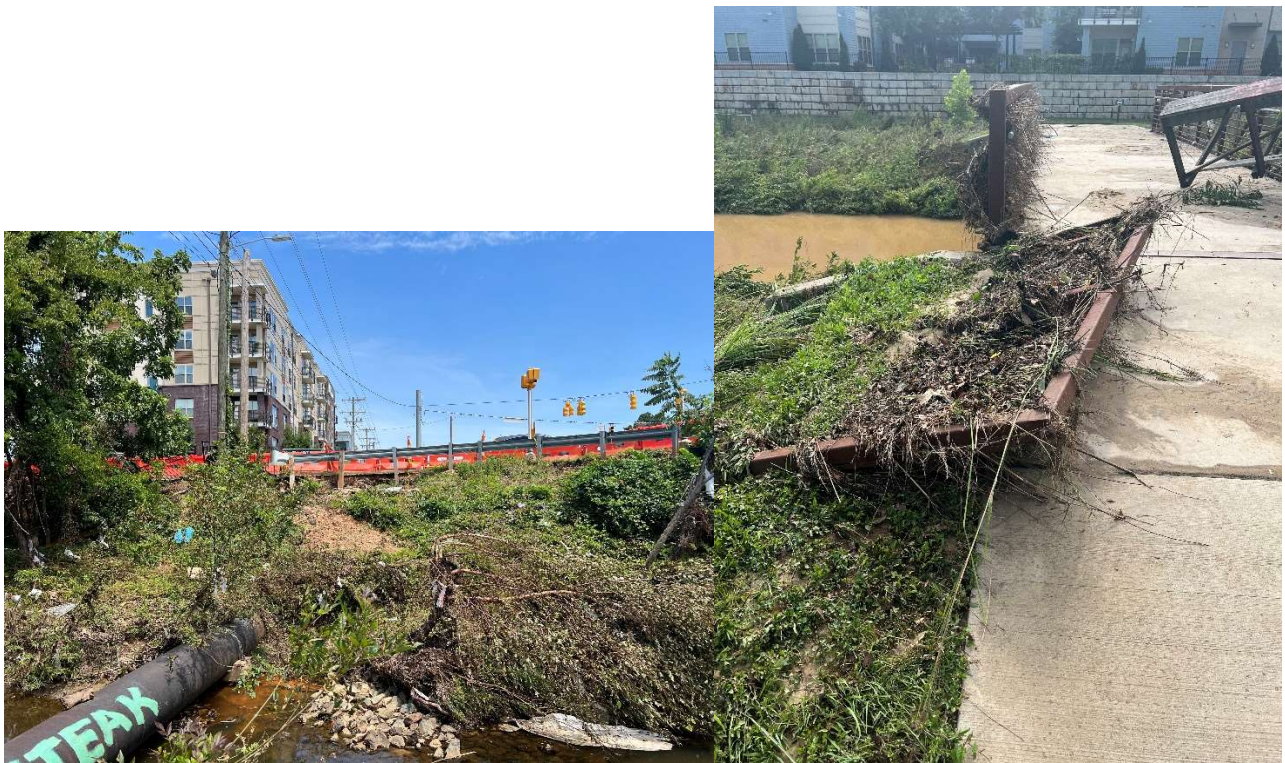
Sections along Morgan Creek Trail



Sections along Bolin Creek Trail



Sections along Bolin Creek Trail



Sections along Booker Creek Basin Park



Sections along Booker Creek Basin Park

The Town is looking for a vendor that is familiar with the American Association of State Highway and Transportation Officials (AASHTO) standards for heavily used multi-use trails and has previously designed at least 5 miles of paved greenways on at least 5 separate greenways in urban areas for a North Carolina Municipality. The Town is looking for these repairs to re-establish safe trails that will be resilient to future flooding and storms. The Town of Chapel Hill has always been proud of its greenway system and looks to continue to highlight this attribute for years to come.

The Town is seeking a consultant firm to provide the technical expertise and regulatory guidance to assess, design, and administer various recovery and enhancement projects throughout the Town on a task-order basis as the funding becomes available. As each task/project comes on-line the consultant would perform an assessment of the existing conditions to undertake initial design work and estimating to provide an opinion of probable costs for conceptual designs. These concepts would then be presented to Town Staff to determine the most desirable, viable, and cost-effective approach. Upon concurrence of the design concept, the consultant would proceed with design plans and permit submission packages. As permitting is completed, the consultant would develop the construction documents to put out to bid for a structural or civil contractor to perform the physical construction work for the chosen design. The consultant will prepare the construction bid documents, develop the construction contract, manage the permitting requirements, and perform construction administrative assistance for the project, including any FEMA and/or State documentation preparation and oversight.

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3.0 Scope of Work

The Town of Chapel Hill is soliciting proposals for the services of a firm/team for the following contract scope of work activities:

- Ability to conduct site assessments, environmental reviews, cost estimating, and project scoping exercises to provide the basis of design for each individual task order project.
- Ability to perform the necessary field surveys / inspections, utility locations, evaluate existing conditions, and review available records and reports to determine any necessary design, regulatory, or environmental constraints.
- Ability to produce multiple alternative basic conceptual designs for each task order project to use in discussion with Town staff to determine the most cost-effective and resilient solution for each erosion control and streambank stabilization project.
- Ability to develop the preferred alternative for each project into construction documentation and bidding requirements for obtaining a construction general contractor.
- Ability to provide cost estimates at all phases of design development so that the proper funding is requested, budgets are developed, and reimbursement thresholds are maintained. Examples would include, but not be limited to, conceptual rough order of magnitude, schematic opinion of probable costs, engineer's estimate for bidding, etc.
- Ability to prepare a complete set of signed and sealed construction documents (drawings, materials specifications, materials testing requirements, etc.) for each project as the Engineer of Record. Construction documents must meet all applicable Federal, State, and local ordinances.
- Ability to prepare and submit all required federal, state, or local permit applications and packages to be able to perform the construction installation of each project.
- Ability to prepare a complete construction bid solicitation package (bid package) for each individual project for the Town to use in soliciting construction bids from qualified contractors. The bid package shall include:
 1. Invitation to bid
 2. Bid instructions
 3. Request for qualifications and insurance certificates for the prime contractor and all proposed subcontractors
 4. Bid form
 5. Town of Chapel Hill's Contract Terms and Conditions
 6. Town of Chapel Hill's General Conditions to Contract
- Ability to provide Construction Administration services for each individual project, such as responding to requests for information or other construction-related questions, construction material submittal review and approvals, progress payment, and change order review and approvals, as well as attendance at regularly scheduled Owner & Contractor team progress meetings throughout the course of construction. These administration services do not include daily construction observations or construction engineering inspection.
- Ability to coordinate and work with any regulatory agency that may be applicable to the design of the project, i.e. NCDOT, NCDEQ, Dam Safety, FEMA, USACE, NCDPS, Town of Chapel Hill Stormwater, Town of Chapel Hill Building Inspections, and Town of Chapel Hill Planning, to obtain the necessary approvals or rights to undertake the proposed work.

- Ability to ensure that all designs and repairs will be performed according to the American Association of State Highway and Transportation Officials (AASHTO) standards and 2025 development guide for shared-use paths.
- Ability to navigate, produce, and manage all Federal and or State project documentation to ensure that the Town will be reimbursed correctly and expeditiously throughout the entirety of each individual task-order project.
- Ability to work closely with Town staff and all other relevant officials and stakeholders throughout the entire design and construction process of each project.

+ Additional Services

The consultant is encouraged to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the project as defined herein. The consultant may propose additional services that, in its opinion, will improve the efficiency and quality of the project. If identified, the additional work or services must be included in the proposal but separated out as an additional task to be considered for inclusion in the overall scope of the project.

4.0 Statement of Qualifications (SOQ) Content

It is the Consultant's responsibility to clearly describe its qualifications in response to this RFQ. Organization, conciseness, and thoroughness of the response will be critical to the Town's evaluation of the submittals. The Statement of Qualifications should not exceed twelve (12) pages in length, including the cover page and the table of contents, and shall be situated on 8'1/2"x11" sheets. Any Statement of Qualifications containing more than twelve (12) pages will not be considered. The Statement of Qualifications should include the following information:

- Executive Summary: Include the lead firm name, contact person, address, email, and phone number.
- Describe the understanding of the requested services and the firm or teams' approach for this RFQ's scope of services.
- Qualifications and experience related to the scope, including specific experience with similar types of trail augmentation, erosion control, and streambank stabilization projects. Preference will be given to submitting firms that demonstrate:
 - Familiarity and experience in AASHTO standards and trail design,
 - Familiarity and experience with FEMA documentation requirements,
 - Familiarity with modern construction techniques and relative costs for various trail and streambank design options,
 - Competence and experience in preparation of permit documents for encroachments in waterbodies and floodways, such as hydrologic & hydraulic (H&H) analysis or FEMA LOMR/CLOMR documents,
 - Experience designing & implementing 5 miles of paved greenways on at least 5 separate greenways in urban areas in North Carolina,
 - Familiarity and experience in applicable federal, state, and local permitting.

- Relevant experience providing similar services to the Town of Chapel Hill and/or to other municipal clients.
- Organizational Chart and Key Personnel: The organizational chart shall identify the lead firm's principal who will be responsible for the work; project team members; and team members employed by sub-consultants and contractors who would be assigned to the project. The SOQ shall include key team members' roles for this project and their resumé/ qualifications with emphasis on related experience; their approximate percentage of time that would be dedicated to this project; and their office locations.
- Identification of potential conflicts of interest, independence issues, or biases associated with the scope of work.
- References from at least three other clients that have had similar types of projects designed by your firm and constructed recently. References shall include the date, type, and cost of services performed and contact information for an owner's representative having knowledge of the lead firm's work. The Consultant, by making the submittal, authorizes the Town to contact any or all references.

DETAILS OF SOQ SUBMISSION

The SOQ, subject to the conditions made a part hereof, will be accepted until 3:00 P.M. on October 27, 2025, for furnishing services described herein. A tentative timeline is provided below:

Table 1: RFQ Timeline

| Date | Event |
|-------------|--|
| 9/26/2025 | Distribution of RFQ |
| 10/10/2025 | Questions due in writing by 2:00 P.M. to Chad Brown at cbrown1@townofchapelhill.org |
| 10/17/2025 | Answers to questions received will be published by 5:00 P.M. on Town website under Bid Notices at www.townofchapelhill.org |
| 10/27/2025 | Proposals due by 3:00 P.M. (See <i>Electronic Delivery</i> below) |
| 11/14/2025 | Selection and Notification |

Electronic Delivery

The Statements of Qualifications must be submitted as a pdf file attached to an e-mail message and sent to zalam@townofchapelhill.org with the following inserted in the "subject" line of the e-mail: **"RFQ for Engineering & Permitting for Chantal Related Infrastructure Repairs."**

Please note that the emailed proposals must be received by the specified deadline according to the internal clock of the Town of Chapel Hill's server receiving the proposal. **Please do not submit paper copies.**

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5.0 General Bidding Requirements

Throughout this request, the “Bidder” refers to qualified firms that submit the RFQ on time and in its entirety. Costs incurred by firms responding to this RFQ are solely their responsibility.

Bidders are required to prepare their SOQ in accordance with the instructions outlined in this part and elsewhere in this RFQ. To be eligible for consideration, the submitted SOQ must include the following:

- Cover letter stating the intentions of the proposal. Submittal must be signed, certifying that the individual is authorized to offer the submittal on behalf of the consultant.
- Table of Contents
- SOQ content per Part 4.0 above
- A listing of all services available in response to the proposal

Bidder Requirements

For the purposes of consideration, Town of Chapel Hill requires that all bidders:

- Possess qualifications and experience related to the scope, including specific experience with engineering & design services, regulatory support, and permit acquisition for greenway trail design, erosion control, and streambank stabilization.
- Possess any necessary licensing to conduct work, as outlined in the scope, in the state of North Carolina.

6.0 Insurance:

Proof of insurance is not needed at the time of SOQ submittal.

The successful bidder shall procure and maintain during the life of the contract the following insurance coverage:

Worker’s Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer’s liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

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Professional Liability Insurance: The selected firm will be required to furnish proof of professional liability insurance coverage in the minimum amount of \$1,000,000.

Special Requirements: The Town of Chapel Hill is to be named as an additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

7.0 Evaluation Criteria and Process

The Town follows the **qualifications-based selection process (NCGS 143-64.31)** for procuring professional services. The Town may choose to interview firms or directly negotiate with the top ranked firm(s). The Town will seek to negotiate a contract, a general scope of services, fee schedule, etc., with the preferred firm(s). If unable to reach an agreement, the Town of Chapel Hill will terminate negotiations and commence negotiations with the next ranked firm(s). Each SOQ will be evaluated on the Consultant's responsiveness to the requirements of this SOQ. Evaluation Criteria will include, but are not limited to the following:

- Qualifications of the firm and experience on relevant and recent (within the last 5 years) projects providing similar services:
- Qualifications and experience of key personnel, project manager, and staff that will be leading the project.
- Demonstrated understanding of the Town's goals and purposes for this project, specific management approach, and the firm's ability to offer the breadth and quality of services required for this project.
- Demonstrated understanding of local conditions, permitting process, and proven experience delivering projects within budget and schedule.
- Degree of familiarity of the firm with the project's requirements and stated approach to the project.

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A committee selected by the Town of Chapel Hill will review the Requests for Qualifications, rank the submittals, and make the selection based on consensus with their review committee. Personal interviews are not anticipated but the Town reserves the right to shortlist up to (3) consultants and request an interview.

8.0 Philosophy Statement

The primary function of Town of Chapel Hill facilities is to establish space and an atmosphere whereby the Town staff has the support and tools to provide excellent service to the public and other Town staff. Design and construction of the space are undertaken in a manner consistent with community and organizational values, environmental and fiscal sustainability, and open and accessible government while encouraging engagement and collaboration for all who enter those facilities. We desire our facilities to be friendly, welcoming, and safe for all.

9.0 Goals

1. **Safe:** Town facilities are safe spaces that encourage employee wellness. Construction materials and design protect employees from health and human threats. There are areas for employees to take breaks, congregate, socialize, and exercise.
2. **Functional:** Space is designed around user needs and common functions. Facilities have multi-functional meeting spaces that can be used for training, public and private meetings, and work areas for individuals or teams.
 - a. *Dedicated Space:* Facilities also have adequate space for specific needs like training that is not used for other purposes.
 - b. *Security:* Functions that require security and privacy are appropriately separated from non-secure areas.
3. **User-oriented:** Facilities are designed to be consistent with the Town staff's adopted "RESPECT" value statement and include a user-friendly layout that is straightforward and easy to navigate. Public areas are attractive, inviting spaces that convey professionalism and functionality.
4. **Adaptable:** New facilities or reconfigurations of existing space are designed for present and future needs. Consideration is given to potential growth and future organizational needs. Design reflects the day-to-day use of a facility as well as special and unique situations.

10.0 Open Records

Information submitted to the Town of Chapel Hill is public information and is available upon request in accordance with the North Carolina Public Information Act. As provided by North Carolina statute and rule, the Town will consider keeping confidential the trade secrets which the Bidder does not wish to be disclosed. For such information, the Bidder must mark each page in boldface at the top and bottom as "CONFIDENTIAL". In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina General Statutes 132-1.2(1).

11.0 Preparation Costs

The Town of Chapel Hill will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any statements of qualification.

12.0 Additional Terms and Conditions

All proposals and other material submitted become the property of the Town of Chapel Hill. The Town of Chapel Hill reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the SOQ and will not affect the proposal evaluations.

The Town will use the standard Town of Chapel Hill contract for professional services. The Town's standard contract document is attached. The terms and conditions of the contract are subject to change without notice.

Contract Period:

The contract resulting from this SOQ shall be effective for the fiscal years 2026 - 2029.

PROHIBITED CONTRACT TERMS:

Prohibited Contract Terms: In no event shall there be any of the following unless Town's express prior written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (2) any limitation of damages, including a limitation on consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town officials or employees keep information confidential or any requirement that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the Public Records Law.

Attached is a sample of the Small Service Contract that will be used.

SAMPLE

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

CONTRACT FOR
{DESCRIPTION OF SERVICES TO BE
PROVIDED UNDER THIS CONTRACT}

This Contract is made and entered into by and between the “Town of Chapel Hill,” herein “Town,” and “{Contractor’s Full Legal Name},” herein “Contractor,” for the services as described in this agreement.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A, attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Federal Assistance. This Contract is funded, in whole or in part, by federal assistance. Accordingly, the federal provisions contained in Exhibit B apply, as applicable. In the event the federal assistance funding this contract, in whole or in part, is frozen or terminated, then this Contract shall automatically expire without penalty to the Town, and Contractor shall immediately stop its work unless otherwise agreed to by the Town in writing.
5. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibit attached hereto that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.

7. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor's Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.
8. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
10. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
11. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
12. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
13. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
14. Preference: If the terms of any exhibits, attachments, or subsequent purchase orders are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibits, attachments, or subsequent purchase orders or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.

15. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
16. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
17. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
18. Non-Appropriation of Funding: Contractor acknowledges that the Town is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Town's obligations under this Contract, then this Contract shall automatically expire without penalty to the Town, thirty (30) days after written notice to Contractor advising of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

19. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the Town with any additional information and documentation the Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the Town for sales or use tax. The Town will not make payment until these statements are submitted. Any tax refunds received by the Town will remain with the Town.
20. Term: This Contract, unless amended as provided herein, shall be in effect until _____, 20____. Any renewal provisions that may be contained in any exhibits, attachments, or subsequent purchase orders are void and without effect.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto cause this Contract to be executed in their respective names.

{CONTRACTOR’S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

Town Clerk attests this the _____ day of _____ 20 _____ .

Approved as to Form and Authorization

ATTORNEY FOR TOWN

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

FINANCE OFFICER

DATE

EXHIBIT A

EXHIBIT B

Additional Provisions for Contracts Funded Through Federal Assistance,

Including Provisions for Federal Emergency Management Agency (FEMA) Assistance, Reimbursement Contracts

This Contract for purchases, services, construction or repairs to be provided by the Contractor hereto to the Town of Chapel Hill is funded, in whole or in part, by Federal assistance in the form of grant, sub-grant, loan or reimbursement either directly to the Town as a recipient or to the Town as a subrecipient of funding provided from the Federal government to an agency of the State of North Carolina or to another pass-through agency. Accordingly, the following Federal provisions apply to this Contract pursuant to 2 CFR § 200.327 and 2 CFR Part 200, Appendix II, as applicable.

A. All Contracts – Compliance with Debarment and Suspension (Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at CFR Part 180; Department of Homeland Security regulations at 2 CFR Part 3000.) [2 CFR Part 200, App. II (H)]

- (1) This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (2) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Town of Chapel Hill. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

B. All contracts – Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). [2 CFR Part 200, App. II (I)]

Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractors that apply or bid for an award exceeding \$100,000 must file the Certification Regarding Lobbying required by the federal granting agency pursuant to 31 U.S.C. § 1352 (as amended).

C. Certain Contracts – Compliance with Rights to Inventions Made Under a Contract or Agreement. [2 CFR Part 200, App. II (F)]

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement does not apply to awards under the Federal Emergency Management Agency's Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households-Other Needs Assistance Grant Program.

D. Prime Construction Contracts in excess of \$2,000 (when required by Federal program legislation) – Compliance with Davis-Bacon Act, as amended (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*). [2 CFR Part 200, App. II (D)]

Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The Town must place a copy of the current prevailing wage determine issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Town must report all suspected or reported violations to the Federal awarding agency. This provision only applies to the Federal Emergency Management Agency's Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

E. Prime Construction Contracts in excess of \$2,000 (when required by Federal program legislation) – Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, *Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*). [2 CFR Part 200, App. II (D)]

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

This provision does not apply to the FEMA Public Assistance Program.

F. All Contracts of \$10,000 and above – Termination by Town. [2 CFR Part 200, App. II (B)]

The Town of Chapel Hill reserves the right to immediately terminate any agreement in excess of \$10,000 in the event the Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Town also reserves the right to terminate the Contract for convenience, with thirty (30) days written notice to the Contractor, if the Town believes, in its sole discretion, that it is in the Town's best interest to do so. In the event the Town terminates this Contract for convenience, the Contractor will be compensated for work performed and accepted and goods accepted by the Town as of the termination date. Any award under this procurement process is not exclusive and the Town reserves the right to purchase goods and services from other vendors when it is in the best interest of the Town.

G. Contracts for purchases exceeding \$10,000 in value for a single item or through cumulative acquisition – Compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (2 CFR §200.322, Procurement of recovered materials). [2 CFR Part 200, App. II (J)]

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR 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. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product 1) cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; 2) cannot be acquired at a reasonable price, or 3) does not meet contract performance requirements. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. Contracts in excess of \$100,000 involving employment of mechanics or laborers (where applicable) – Compliance with Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708), as supplemented by Department of Labor regulations [29 CFR Part 5]; See also 29 CFR 5.5(b)(c) for Federal Emergency Management Agency contracts. [2 CFR Part 200, App. II (E)]

This provision applies to all Federal Emergency Management Agency contracts awarded by the Town of Chapel Hill in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics and laborers and is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (1) 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.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the 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 paragraph (1) of this section, in the sum of \$26 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 paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Town of Chapel Hill 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 the 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 the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

I. All Contracts for the Simplified Acquisition Threshold* and above – Breach or Violation of Terms by Contractor. [2 CFR Part 200, App. II (A)]

The Town of Chapel Hill reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach or violation of terms of this Contract by the Contractor. (*The National Defense Authorization Act for Fiscal Year 2018 [Public Law 115-91] established \$250,000 as the Simplified Acquisition Threshold. See General Services Agency, Civilian Agency Acquisition Council, CAAC Letter 2018-02, February 16, 2018.)

J. Contracts in excess of \$150,000 – Compliance with Clean Air Act (42 U.S.C. §§ 7401-7671q.) as amended. [2 CFR Part 200, App. II (G)]

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq, as amended).
- (2) The Contractor agrees to report each violation to the Town of Chapel Hill and understands and agrees that the Town will, in turn, report each violation as required to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency regional office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

K. Contracts in excess of \$150,000 – Compliance with Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. [2 CFR Part 200, App. II (G)]

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq, as amended).
- (2) The Contractor agrees to report each violation to the Town of Chapel Hill and understands and agrees that the Town will, in turn, report each violation as required to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency regional office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

L. Construction Contracts (except as provided under 41 CFR Part 60) – Equal Employment Opportunity Clause under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. [2 CFR Part 200, App. II (C)]

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The 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.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The 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.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or

other contract or understanding, a notice to be provided 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.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the 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 the 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.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The Town of Chapel Hill further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the Town of Chapel Hill which does not participate in work on or under the Contract.

The Town of Chapel Hill 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.

The Town of Chapel Hill 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, the Town of Chapel Hill 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 the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Town of Chapel Hill under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the Town of Chapel Hill; and refer the case to the Department of Justice for appropriate legal proceedings.

ADDITIONAL REQUIREMENTS – FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE, REIMBURSEMENT

M. Changes.

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

N. Access to Records.

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the North Carolina Division of Emergency Management, the Town of Chapel Hill, the Federal Emergency Management Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

O. Non-Use of Department of Homeland Security Seal, Logo, and Flags.

The Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management Agency pre-approval.

P. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that Federal Emergency Management Agency financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Q. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

R. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

ADDITIONAL PROVISIONS - OTHER

This Contract is subject to additional Federal regulations including, but not limited to, the following:

S. Non-Profit Organization Subrecipients – Records Retention Requirements (2 CFR § 200.333).

Except for certain exceptions outlined in 2 CFR § 200.333, records pertinent to this Contract must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report.

T. All contracts – Domestic Preferences for Procurements. [2 CFR § 200.322]

As appropriate and to the extent consistent with law, including 2 CFR §200.322 and the Build America Buy America Act requirements related to the construction, alteration, or repair of infrastructure projects, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "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.

U. All Contracts – Additional Requirements by Federal Awarding Agency.

This Contract may be subject to additional requirements of the Federal awarding agency as may be specified in grant agreements, grant award documents and/or other documents or correspondence associated with the Town of Chapel Hill's acceptance of Federal funding.