



**City of Greenville Recreation and Parks Department
Informal Bid Request Form**

Project:

Dream Park Community Building Abatement
1700 Chestnut Street
Greenville, NC



PRE-BID MEETING: **Tuesday, January 17, 2023 @ 2:00 PM**
Dream Park Community Building
1700 Chestnut Street, Greenville, NC

BID DUE: **Tuesday, January 31, 2023 @ 2:00 PM**
Jaycee Park
2000 Cedar Lane, Greenville, NC

CONTACT PERSONS:

**QUESTIONS REGARDING THE BID
PACKAGE:**

Ms. Wanda House
Purchasing Manager
Telephone: (252) 329-4862
Email: whouse@greenvillenc.gov

**QUESTIONS REGARDING THE
SPECIFICATIONS:**

Mr. Ross Peterson
Parks Facilities Manager
Telephone: (252) 329-4554
Email: rpeterson@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR Bids
“Dream Park Community Building Abatement”**

Material testing was performed by Enviro Assessments East, Inc. in preparation for the renovation of the Dream Park Community Building. According to the materials testing report, asbestos is present in seam tape on ductwork in attic space and walls as well as in the cool seal on metal roofing. Abatement of positive materials shall be removed in accordance with applicable Federal, State, and local regulations by a licensed professional. Project is funded with the City’s federal ARPA grant.

This is a turn-key project.

A mandatory pre-bid meeting and site visit will be held at the Dream Park Community Building located at 1700 Chestnut Street, Greenville, NC on Tuesday, January 17, 2023 @ 2:00 PM.

A site visit is mandatory that will be available following the pre-bid meeting and the alternate date for those that attend mandatory pre-bid will be available upon request by emailing Ross Peterson at rpeterson@greenvillenc.gov.

Sealed proposals will be received by the City of Greenville until Tuesday, January 31, 2023 by 2:00 PM at the Jaycee Park Reception Desk located at 2000 Cedar Lane, Greenville, NC 27858.

Mailed or email bids must be delivered to 2000 Cedar Lane, Greenville, NC 27858 on or before Tuesday, January 31, 2023 @ 2:00 PM and addressed to Mr. Ross Peterson, Parks Facilities Manager, with the words *Bid Enclosed, Dream Park Community Building Abatement* on the outside of the mail carrier envelope or by email to rpeterson@greenvillenc.gov, subject line *Dream Park Community Building Abatement*. Bids received after the deadline will not be opened.

All bids will be marked with the date and time they are received by reception staff. Bids will **NOT** be opened and read aloud. Bids will be open and reviewed by city staff. A bid tabulation will be available upon request once the contract is awarded to the successful bidder.

The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, the plans and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of the City of Greenville Purchasing Manager, 201 W. 5th Street, Greenville, NC 27834, during regular business hours, and available to prospective bidders. Inquiries should be directed to the

Purchasing Manager at the above address --- Telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

INSTRUCTIONS TO BIDDERS

**Proposals to Provide
Dream Park Community Building Abatement
1700 Chestnut Street, Greenville, NC 27834**

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage.**
- 2. It is expressly understood by the contractor offering a proposal after a written notice of award by the City, a purchase order will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.**
- 5. Questions regarding any procedure for submission of a proposal for the Dream Park Community Building Abatement shall be directed by email to Ross Peterson, Parks Facilities Manager, @ rpeterson@greenvillenc.gov. If an addendum is provided it must be indicated by initialing on bid form. Addendums will be provide through email.**
- 6. If the Contractor is unable to provide a proposal for any reason, please send an email with an explanation to rpeterson@greenvillenc.gov.**
- 7. By submitting a proposal for Dream Park Community Building Abatement, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Furthermore, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees, while on City property performing their duties.**
- 8. Contractor must comply with all federal, state, and local requirements associated with the work within this contract.**
- 9. It is expected that work will be performed in two phases. First phase will be abatement of interior materials and second phase will abatement of cool seal on roof in coordination with Parks Facility Manager and general contractor awarded construction.**

10. No work will be performed at any time without proper supervision. Names and experience of supervisors shall be provided.
11. Parking and staging areas for equipment and materials can be arranged on site during the pre-construction meeting conducted prior to the work starting.
12. Project can be scheduled during normal business hours.
13. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.

SPECIFICATIONS

1.0 SCOPE:

The scope of work shall include, but is not limited to:

- 1.1 Material testing was performed by Enviro Assessments East, Inc. in preparation for the renovation of the Dream Park Community Building. According to the materials testing report, asbestos is present in seam tape on ductwork in attic space and walls as well as in the cool seal on metal roofing. Abatement of positive materials shall be removed and dispose of in accordance with applicable Federal, State, and local regulations by a licensed professional. Inspection report is provide as Exhibit "A".
- 1.2 Visual and PCM air clearance by third party industrial hygiene firm.
- 1.3 Obtain all permits from federal, state, and local government that is required. Any permits required by the City of Greenville are at no cost.
- 1.4 Provide close out documents to include contractor information, removal letter, permits, checklist, laboratory reports, shipment records, and any other documentation to provide authenticity of project.
- 1.5 The Contractor shall be familiar with site conditions and dimensions prior to submitting a bid for the project.
- 1.6 Once bid is awarded a pre-construction will be held to determine project time line.

2.0 PAYMENT AND BID:

2.1 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the Occupational Safety and Health Act of 1970.

2.2 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

2.3 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment.

2.4 Minority and/or Women Business Enterprise (MWBE) Program:

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned firms whenever possible.

Questions regarding the City's M/WBE Program should be directed to Tish Williams in the M/WBE Office at (252) 329-4462.

2.5 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if seems most advantages to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening.

2.6 Equal Employment Opportunity Clause:

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer. Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

- 2.7 Iran Divestment Act Certification:**
The CONTRACTOR hereby certifies that, it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The CONTRACTOR shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.
- 2.8 E-Verify Compliance: Exhibit “B”.**
The CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The CONTRACTOR represents that the CONTRACTOR and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 2.9 Coronavirus State and Local Fiscal Recovery Funds Addendum: Exhibit “C”**
The CONTRACTOR shall comply with ARPA funds requirements. Once the bid is awarded to the selected CONTRACTOR, addendum will have to be filled out, signed by the awarded CONTRACTOR,
- 2.10 If necessary, the contractor must complete a new vendor application and associated documents as required upon acceptance of this contract.**
- 2.11 The contractor will develop a lump sum bid; that will include, but is not limited to all work, equipment, parts, and labor specified herein.**

3.0 WORKERS COMPENSATION AND INSURANCE:

- 3.1 The contractor must maintain during the life of this contract, Worker’s Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.**
- 3.2 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the City of Greenville named as an additionally insured on all coverage. All insurance must be maintained during the duration of the contract.**

3.3 OTHER INSURANCE:

The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

4.0 CANCELLATION:

- 4.1 Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.**
- 4.2 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:**

*Ross Peterson, Parks Facilities Manager
City of Greenville
2000 Cedar Lane
Greenville, N.C. 27858
Email: rpeterson@greenvillenc.gov*

5.0 DAMAGE TO CONTRACTORS PROPERTY:

- 5.1 The City of Greenville shall be under no obligation to replace or in any way compensate the contractor for fire, theft, vandalism or any other casualty, injury or damage to equipment or property belonging to the contractor while on City property.**
- 5.2 The successful bidder agrees to indemnify or hold harmless the City of Greenville from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge the City of Greenville and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.**
- 5.3 It is understood and agreed by the parties that the City of Greenville will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein. The successful bidder shall assume full and complete liability for any and all damages on City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.**

6.0 ADDENDUM

6.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Questions in writing through email will be received until 5:00 pm Tuesday January 24, 2023. Answers to questions will be provide through an addendum on Thursday January 27, 2023 at 5:00 pm. Addendums will be emailed to pre-bid sign in sheet as well as posted on City web site. Contractor must acknowledge receiving addendum on bid sheet.

6.2 Amendment: The contract may be amended from time to time through written agreement by both parties.

7.0 REFERENCE INFORMATION

All bidders must provide a list of three (3) client references of similar work. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Contractor must provide the information below with their bid sheet. Contractor must be experienced in projects of similar construction.

1. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

2. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

3. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

8.0 CONTRACTOR INFORMATION

Contractor must provide the information below with the bid sheet.

**CITY OF GREENVILLE
NORTH CAROLINA
PROSPECTIVE CONTRACTOR DATA FORM**

Company Name:

Address:

Phone Number: _____ **Mobile Phone Number:** _____

Email:

Tax ID#

NC License#

Corporation or Partnership:

Number of Years in Business:

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean-up as provided in the above mentioned specifications.

Description

Dream Park Community Building Abatement:

Lump Sum Bid Total

\$ _____

Bid reviewed, prepared and submitted by-

Company Name: _____

Addenda Received: _____

Signed: _____

Print Name: _____

Date: _____

Enviro Assessments East, Inc. *Asbestos-Lead-Mold Inspections & Abatement*

450 Executive Parkway
New Bern, NC 28562
Phone (252) 527-3052
FAX (252) 527-3055
Email Josh@eae-inc.com
www.eae-inc.com

Inspection # - ASB22-1118-01

Friday, November 18, 2022

Mr. Ross Peterson
City of Greenville
200 West 5th Street
Greenville, NC 27858

Reference: Asbestos Inspection Report
1700 Chestnut Street – **Veteran's Building**
Greenville, NC 27858

Dear Mr. Peterson,

Enviro Assessments East, Inc. (EAE, Inc.) has completed the Asbestos Survey of the Property located at 1700 Chestnut Street, NC. We are pleased to provide you with this report, and if there are any questions, please let us know.

Description of Services

An Asbestos Survey was performed on November 16th, 2022 by NC Licensed inspector Jason T. Simpson (NC Inspector # 12882). The inspection was conducted in general accordance with the U.S. Environmental Protection Agency requirements and in General accordance with the North Carolina Health Hazards Control Unit. This inspection was performed in preparation for the renovation of the commercial building located on site.

Inspection Process

EAE, Inc. began the survey by determining homogeneous areas within each structure. Those areas are defined as having suspect materials that are alike based upon location, material type, color, texture, and time period of installation. Representative bulk samples were collected of each homogeneous area of each structure. EAE, Inc. observed all areas in and around the structure(s). These are the areas that were subject to being affected during renovation or demolition activities, and those that may not be affected as well. EAE, Inc. investigated these areas to the best of our ability. All state and federal regulations were adhered to regarding this survey. This survey may exclude any items that may have been concealed at the time of the inspection; or overlooked due to the description of the future of the structure. These exclusions may include multiple layer wall or ceiling finishes, multiple layer floor coverings, materials located above fixed ceiling systems, or in wall or floor chases that are not readily available or visible, and inaccessible areas of the structure.

As required a minimum of 2 samples were taken of each material. These account for a total of 29 Bulk samples taken for analysis and 4 additional layers separated by the lab for a total of 33 Samples. All samples were double bagged and sent along with a chain of Custody (Attached) to a National Voluntary Laboratory Accreditation Program (NVLAP) approved laboratory for analysis. The samples were analyzed using Polarized Light Microscopy (PLM).

Results and Recommendations

According to the laboratory report, 4 of the 33 samples were found to contain asbestos. It is required that these materials be properly abated prior to disturbance by renovation activities or demolition. Please see the tables below for a description of materials found to contain asbestos at each structure.

Positive Sample Results

| Sample # | Material Type | Location | % Asbestos | Quantity |
|----------|---------------|--------------------------------------|----------------|------------------|
| 6,7 | Seam Tape | On Ductwork in Attic Space and Walls | 65% Chrysotile | Approx. 290 LF |
| 24,25 | Cool Seal | On Metal Roofing (Partial) | 5% Chrysotile | Approx. 5,365 SF |

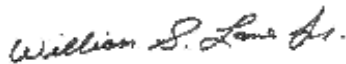
- All quantities are approximate.

Limitations

To the best of my knowledge, no other asbestos containing materials were found that were sampled in this survey. Before a building is to be renovated or demolished, all asbestos material that will be disturbed should be removed by a North Carolina State Licensed Asbestos Contractor using only licensed workers and supervisors.

If during demolition or remodeling any other suspect asbestos material is discovered, stop work immediately and test those materials for asbestos.

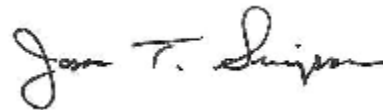
Sincerely,



William S. Lane Jr., President
Enviro Assessments East, Inc.

NC Asbestos Inspection # 12021
NC Asbestos Supervisor # 33514
NC General Contracting # 60742
NC Lead Firm # FPB-0292
NC RRP # RRP-0943
VA & SC License upon Request

Sincerely,



Jason T. Simpson, Estimator/PM
Enviro Assessments East, Inc.

NC Asbestos Inspector # 12882
NC Asbestos Supervisor # 34329

Attachment I

November 18, 2022

Enviro Assessments East, Inc (EAE)
450 Executive Parkway
New Bern, NC 28562

CLIENT PROJECT: VFW Bldg, 1700 Chestnut Street, Greenville, NC 27858
CEI LAB CODE: B2216303

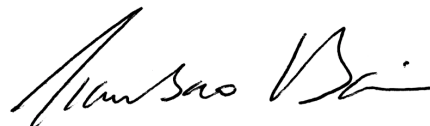
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on November 17, 2022. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Enviro Assessments East, Inc (EAE)

CLIENT PROJECT: VFW Bldg, 1700 Chestnut Street, Greenville, NC 27858

LAB CODE: B2216303

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 11/18/22

TOTAL SAMPLES ANALYZED: 29

SAMPLES >1% ASBESTOS: 4



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: VFW Bldg, 1700 Chestnut Street,
Greenville, NC 27858

LAB CODE: B2216303

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

| Client ID | Layer | Lab ID | Color | Sample Description | ASBESTOS % |
|-----------|-------|--------------|------------|----------------------------|----------------|
| 1 | | B2216303.01 | White | Surfacing | None Detected |
| 2 | | B2216303.02 | White | Surfacing | None Detected |
| 3 | | B2216303.03 | White | Surfacing | None Detected |
| 4 | | B2216303.04 | White | Surfacing | None Detected |
| 5 | | B2216303.05 | White | Surfacing | None Detected |
| 6 | | B2216303.06 | White | Seam Tape | Chrysotile 65% |
| 7 | | B2216303.07 | White | Seam Tape | Chrysotile 65% |
| 8 | | B2216303.08 | White | Drywall | None Detected |
| 9 | | B2216303.09 | White | Drywall | None Detected |
| 10 | | B2216303.10 | White | Skim | None Detected |
| 11 | | B2216303.11 | Cream | Skim | None Detected |
| 12 | | B2216303.12 | White | Joint Compound | None Detected |
| 13 | | B2216303.13 | White | Joint Compound | None Detected |
| 14 | | B2216303.14A | Cream | Floor Tile | None Detected |
| | | B2216303.14B | Cream,Gray | Mastic / Leveling Compound | None Detected |
| 15 | | B2216303.15A | Cream | Floor Tile | None Detected |
| | | B2216303.15B | Cream,Gray | Mastic / Leveling Compound | None Detected |
| 16 | | B2216303.16A | Off-white | Floor Tile | None Detected |
| | | B2216303.16B | Cream,Gray | Mastic / Leveling Compound | None Detected |
| 17 | | B2216303.17A | Off-white | Floor Tile | None Detected |
| | | B2216303.17B | Cream,Gray | Mastic / Leveling Compound | None Detected |
| 18 | | B2216303.18 | Black | Mastic | None Detected |
| 19 | | B2216303.19 | Black | Mastic | None Detected |
| 20 | | B2216303.20 | Black | Backing | None Detected |
| 21 | | B2216303.21 | Black | Backing | None Detected |
| 22 | | B2216303.22 | Brown | Ceiling Tile | None Detected |
| 23 | | B2216303.23 | Brown | Ceiling Tile | None Detected |
| 24 | | B2216303.24 | Silver | Cool Seal | Chrysotile 5% |
| 25 | | B2216303.25 | Silver | Cool Seal | Chrysotile 5% |
| 26 | | B2216303.26 | White | Glaze | None Detected |
| 27 | | B2216303.27 | White | Glaze | None Detected |



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: VFW Bldg, 1700 Chestnut Street,
Greenville, NC 27858

LAB CODE: B2216303

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

| Client ID | Layer | Lab ID | Color | Sample Description | ASBESTOS % |
|-----------|-------|-------------|-------|--------------------|---------------|
| 28 | | B2216303.28 | White | Caulk | None Detected |
| 29 | | B2216303.29 | White | Caulk | None Detected |

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Enviro Assessments East, Inc (EAE)
 450 Executive Parkway
 New Bern, NC 28562

Lab Code: B2216303
Date Received: 11-17-22
Date Analyzed: 11-17-22
Date Reported: 11-18-22

Project: VFW Bldg, 1700 Chestnut Street, Greenville, NC 27858

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | | | ASBESTOS % |
|---------------------|--------------------|-------------------|-------------------------|-----------|-------------|-------------|----------------|
| | | | Fibrous | | Non-Fibrous | | |
| 1 B2216303.01 | Surfacing | Heterogeneous | 2% | Cellulose | 73% | Calc Carb | None Detected |
| | | White | | | 15% | Binder | |
| | | Fibrous | | | 10% | Vermiculite | |
| | | Bound | | | | | |
| 2 B2216303.02 | Surfacing | Heterogeneous | 2% | Cellulose | 73% | Calc Carb | None Detected |
| | | White | | | 15% | Binder | |
| | | Fibrous | | | 10% | Vermiculite | |
| | | Bound | | | | | |
| 3 B2216303.03 | Surfacing | Heterogeneous | 2% | Cellulose | 73% | Calc Carb | None Detected |
| | | White | | | 15% | Binder | |
| | | Fibrous | | | 10% | Vermiculite | |
| | | Bound | | | | | |
| 4 B2216303.04 | Surfacing | Heterogeneous | 2% | Cellulose | 73% | Calc Carb | None Detected |
| | | White | | | 15% | Binder | |
| | | Fibrous | | | 10% | Vermiculite | |
| | | Bound | | | | | |
| 5 B2216303.05 | Surfacing | Heterogeneous | 2% | Cellulose | 73% | Calc Carb | None Detected |
| | | White | | | 15% | Binder | |
| | | Fibrous | | | 10% | Vermiculite | |
| | | Bound | | | | | |
| 6 B2216303.06 | Seam Tape | Homogeneous | 15% | Cellulose | 20% | Binder | 65% Chrysotile |
| | | White | | | | | |
| | | Fibrous | | | | | |
| | | Bound | | | | | |
| 7 B2216303.07 | Seam Tape | Homogeneous | 15% | Cellulose | 20% | Binder | 65% Chrysotile |
| | | White | | | | | |
| | | Fibrous | | | | | |
| | | Bound | | | | | |

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Enviro Assessments East, Inc (EAE)
 450 Executive Parkway
 New Bern, NC 28562

Lab Code: B2216303
Date Received: 11-17-22
Date Analyzed: 11-17-22
Date Reported: 11-18-22

Project: VFW Bldg, 1700 Chestnut Street, Greenville, NC 27858

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | | | ASBESTOS % |
|---------------------------|--------------------|--|-------------------------|-----------|------------------|------------------------------|---------------|
| | | | Fibrous | Cellulose | Non-Fibrous | | |
| 8 B2216303.08 | Drywall | Heterogeneous White Fibrous Bound | 10% | Cellulose | 90% | Gypsum | None Detected |
| 9 B2216303.09 | Drywall | Heterogeneous White Fibrous Bound | 10% | Cellulose | 90% | Gypsum | None Detected |
| 10 B2216303.10 | Skim | Heterogeneous White Fibrous Bound | 2% | Cellulose | 3% 80% 15% | Paint Calc Carb Binder | None Detected |
| 11 B2216303.11 | Skim | Heterogeneous Cream Fibrous Bound | 2% | Cellulose | 3% 80% 15% | Paint Calc Carb Binder | None Detected |
| 12 B2216303.12 | Joint Compound | Homogeneous White Fibrous Bound | 2% | Cellulose | 80% 18% | Calc Carb Binder | None Detected |
| 13 B2216303.13 | Joint Compound | Homogeneous White Fibrous Bound | 2% | Cellulose | 80% 18% | Calc Carb Binder | None Detected |
| 14 B2216303.14A | Floor Tile | Homogeneous Cream Fibrous Bound | 2% | Cellulose | 60% 38% | Vinyl Calc Carb | None Detected |

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Enviro Assessments East, Inc (EAE)
 450 Executive Parkway
 New Bern, NC 28562

Lab Code: B2216303
Date Received: 11-17-22
Date Analyzed: 11-17-22
Date Reported: 11-18-22

Project: VFW Bldg, 1700 Chestnut Street, Greenville, NC 27858

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | | | ASBESTOS % |
|---------------------------|-------------------------------|---|-------------------------|-----------|-------------|---|---------------|
| | | | Fibrous | | Non-Fibrous | | |
| B2216303.14B | Mastic / Leveling Compound | Heterogeneous Cream,Gray Fibrous Bound | 2% | Cellulose | 40% | Mastic 18% Calc Carb 40% Binder | None Detected |
| Unable to separate both. | | | | | | | |
| 15 B2216303.15A | Floor Tile | Homogeneous Cream Fibrous Bound | 2% | Cellulose | 60% | Vinyl 38% Calc Carb | None Detected |
| B2216303.15B | Mastic / Leveling Compound | Heterogeneous Cream,Gray Fibrous Bound | 2% | Cellulose | 40% | Mastic 18% Calc Carb 40% Binder | None Detected |
| Unable to separate both. | | | | | | | |
| 16 B2216303.16A | Floor Tile | Homogeneous Off-white Fibrous Bound | 2% | Cellulose | 60% | Vinyl 38% Calc Carb | None Detected |
| B2216303.16B | Mastic / Leveling Compound | Heterogeneous Cream,Gray Fibrous Bound | 2% | Cellulose | 40% | Mastic 18% Calc Carb 40% Binder | None Detected |
| Unable to separate both. | | | | | | | |
| 17 B2216303.17A | Floor Tile | Homogeneous Off-white Fibrous Bound | 2% | Cellulose | 60% | Vinyl 38% Calc Carb | None Detected |

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Enviro Assessments East, Inc (EAE)
 450 Executive Parkway
 New Bern, NC 28562

Lab Code: B2216303
Date Received: 11-17-22
Date Analyzed: 11-17-22
Date Reported: 11-18-22

Project: VFW Bldg, 1700 Chestnut Street, Greenville, NC 27858

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | | | ASBESTOS % |
|--------------------------|-------------------------------|--|-------------------------|-----------|-------------|---------------------------------------|---------------|
| | | | Fibrous | | Non-Fibrous | | |
| B2216303.17B | Mastic / Leveling Compound | Heterogeneous Cream, Gray Fibrous Bound | 2% | Cellulose | 40% | Mastic 18% Calc Carb 40% Binder | None Detected |
| Unable to separate both. | | | | | | | |
| 18 B2216303.18 | Mastic | Homogeneous Black Fibrous Bound | 2% | Cellulose | 60% | Mastic 38% Calc Carb | None Detected |
| 19 B2216303.19 | Mastic | Homogeneous Black Fibrous Bound | 2% | Cellulose | 60% | Mastic 38% Calc Carb | None Detected |
| 20 B2216303.20 | Backing | Homogeneous Black Fibrous Bound | 65% | Cellulose | 35% | Tar | None Detected |
| 21 B2216303.21 | Backing | Homogeneous Black Fibrous Bound | 65% | Cellulose | 35% | Tar | None Detected |
| 22 B2216303.22 | Ceiling Tile | Homogeneous Brown Fibrous Bound | 100% | Cellulose | | | None Detected |
| 23 B2216303.23 | Ceiling Tile | Homogeneous Brown Fibrous Bound | 100% | Cellulose | | | None Detected |

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Enviro Assessments East, Inc (EAE)
 450 Executive Parkway
 New Bern, NC 28562

Lab Code: B2216303
Date Received: 11-17-22
Date Analyzed: 11-17-22
Date Reported: 11-18-22

Project: VFW Bldg, 1700 Chestnut Street, Greenville, NC 27858

ASBESTOS BULK PLM, EPA 600 METHOD

| Client ID Lab ID | Lab Description | Lab Attributes | NON-ASBESTOS COMPONENTS | | | | ASBESTOS % |
|--------------------------|--------------------|--|-------------------------|-----------|-------------|-----------------|----------------------|
| | | | Fibrous | | Non-Fibrous | | |
| 24 B2216303.24 | Cool Seal | Homogeneous Silver Fibrous Bound | 2% | Cellulose | 93% | Binder | 5% Chrysotile |
| 25 B2216303.25 | Cool Seal | Homogeneous Silver Fibrous Bound | 2% | Cellulose | 93% | Binder | 5% Chrysotile |
| 26 B2216303.26 | Glaze | Heterogeneous White Fibrous Bound | <1% | Talc | 2% 98% | Paint Binder | None Detected |
| 27 B2216303.27 | Glaze | Heterogeneous White Fibrous Bound | <1% | Talc | 2% 98% | Paint Binder | None Detected |
| 28 B2216303.28 | Caulk | Heterogeneous White Fibrous Bound | <1% | Talc | 2% 98% | Paint Caulk | None Detected |
| 29 B2216303.29 | Caulk | Heterogeneous White Fibrous Bound | <1% | Talc | 2% 98% | Paint Caulk | None Detected |

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORTING LIMIT: <1% by visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

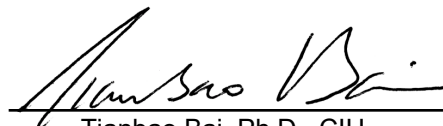
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST:


Shilpa Ladekar

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director



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| | | | |
|--|---------------------------|---|--|
| Enviro Assessments East, Inc. 10705 Hwy 55 West Dover, NC 28526 Contact: Jason Simpson PH# 252-876-5094 Fax#252-527-3055 Email: eae200@embarqmail.com labresults@eae-inc.com | | LABORATORY TEST REQUEST Laboratory Name: Eurofins, CEI. Account Name: <u>City of Greenville</u> Survey Site: <u>VFW Bldg</u> Address: <u>1700 Chestnut Street</u> <u>Greenville, SC 27858</u> | |
| Sample Type: Asbestos Bulk | Analysis Type: PLM | Date Shipped: <u>11/16/22</u> | |
| Turn Around Time: 24 HR | # of Samples: <u>29</u> | Date Collected: <u>11/16/22</u> | |
| Special Instructions/Notes | | | |

| Sample # | Sample type | Location | P/S |
|----------|-------------|----------------------------------|-----|
| | | B246303 | |
| 1 | Surfacing | Ceiling - Front Large Room | |
| 2 | | Rear " " | |
| 3 | | Kitchen | |
| 4 | | Living Area | |
| 5 | | Hallway | |
| 6 | Scam Tape | HVAC Closet + Duct Above Ceiling | |
| 7 | " " | " " " " | |
| 8 | Drumwall | Ceilings T/O | |
| 9 | " " | " " | |
| 10 | Skim | On Wood Panel Walls (selective) | |
| 11 | " " | " " " " | |
| 12 | JC | Ceilings T/O | |
| 13 | " " | " " | |
| 14 | FT/mastic | Front Large Room | |
| 15 | | " " " | |
| 16 | | Remainder T/O | |
| 17 | | " " | |
| 18 | mastic | Kitchen Sink | |
| 19 | " " | " " | |
| 20 | Backing | Insulation - Attic | |
| 21 | " " | " " | |
| 22 | CT | Rear Large Room Cleaning Closet | |
| 23 | " " | " " " " | |
| 24 | Cool Seal | Roof | |
| 25 | " " | " " | |
| 26 | Glaze | Windows | |

CHAIN OF CUSTODY RECORD

EUROFINS CEI, I ;
 SAMPLES ACCEPTED


WE

| DATE/TIME | CONDITION OF SAMPLE | SAMPLES RECEIVED BY: | SAMPLES RELEASED BY: |
|-----------------|----------------------|-------------------------|----------------------|
| <u>11/16/22</u> | <u>Double Bagged</u> | <u>WE 11/17/22 4:40</u> | <u>[Signature]</u> |

| | | | |
|--|---------------------------|---|--|
| Enviro Assessments East, Inc. 10705 Hwy 55 West Dover, NC 28526 Contact: Jason Simpson PH# 252-876-5094 Fax#252-527-3055 Email: eae200@embarqmail.com labresults@eae-inc.com | | LABORATORY TEST REQUEST Laboratory Name: Eurofins, CEI. Account Name: <u>City of Greenville</u> Survey Site: <u>VFW Bldg</u> Address: <u>1700 Chestnut Street</u> <u>Greenville, NC 27858</u> | |
| Sample Type: Asbestos Bulk | Analysis Type: PLM | Date Shipped: <u>11/16/22</u> | |
| Turn Around Time: 24 HR | # of Samples: <u>29</u> | Date Collected: <u>11/16/22</u> | |
| Special Instructions/Notes | | | |

| Sample # | Sample type | Location | P/S |
|----------|------------------------|-----------|-----|
| 27 | Glaze Glaze | Windows | |
| 28 | Caulk | ↓ + Doors | |
| 29 | " | ↓ " | |
| 30 | | | |
| 31 | | | |
| 32 | | | |
| 33 | | | |
| 34 | | | |
| 35 | | | |
| 36 | | | |
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| 46 | | | |
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| 48 | | | |
| 49 | | | |
| 50 | | | |
| 51 | | | |
| 52 | | | |

CHAIN OF CUSTODY RECORD

| DATE/TIME | CONDITION OF SAMPLE | SAMPLES RECEIVED BY: | SAMPLES RELEASED BY: |
|-----------------|----------------------|----------------------|---|
| <u>11/16/22</u> | Double Bagged | |  |

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20____.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 20____.

My Commission Expires:

Notary Public

||
||
(Affix Official/Notarial Seal)

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 [_____] , a [_____] (“Contractor”), and [_____] , a [_____] (“Unit”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

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

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

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

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

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

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

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

AGREEMENTS

I. Definitions

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
 1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
 2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.

3. "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.").
4. "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.").
5. "Contract" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. "Contractor" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
7. "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.").
8. "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.").
9. "Laborer" or "Mechanic" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: ("The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").
10. "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.

11. "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.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

II. Equal Employment Opportunity

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. 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 Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will

otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

III. Copeland "Anti-Kickback" Act

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

IV. Contract Work Hours and Safety Standards Act

A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without

payment of the overtime wages required by the clause set forth in Section IV.A. (Overtime Requirements), above.

- C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of 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 Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made Under a Contract or Agreement

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below.¹ "Government purposes" means use only for the direct purposes

of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

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

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

VII. Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it

enters.² This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- A. Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

IX. Procurement of Recovered Materials

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on

EPA's website.³ 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 X shall have the meanings ascribed thereto in this Section X.A.

1. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
2. "Covered Foreign Country" means the People's Republic of China.
3. "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.
4. "Critical Technology"⁴ means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such

Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

5. "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.
6. "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.
7. "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

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

C. Exceptions.

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

D. Reporting Requirement

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

XI. Domestic Preferences for Procurements

- A. For purposes of this Section XI, the terms below are defined as follows:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. 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.

XII. Solicitation of Minority and Women-Owned Business Enterprises

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

XIII. Access to Records

- A. Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States,

or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

XIV. Conflicts of Interest; Gifts and Favors

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

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

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

implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.⁵

XVI. Other Non-Discrimination Statutes

- A. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

XVII. Miscellaneous

- A. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XVIII. Conflicts and Interpretation

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

UNIT:

By: _____

Name: _____

Title: _____

[Signature Page to Coronavirus State and Local Fiscal Recovery Funds Addendum]

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. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date