

## **CONTRACT FOR: Safe Streets for All – Safety Action Plan**

This Contract is made and entered into as of the **15<sup>th</sup> day of November 2023**, by the Town of Knightdale (“Town”) and Kimley Horn and Associates, Inc. (“Contractor”), (X) a corporation, ( ) a professional corporation, ( ) a professional association, ( ) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of North Carolina. The contract shall continue for an initial term of one (1) year unless earlier terminated pursuant to Section 8. The initial term may be renewed for consecutive one (1) year periods (each an “Additional Term”) upon mutual agreement of both parties in writing.

WHEREAS, the Town desires to procure a contractor to perform services; and

WHEREAS, the Town has completed necessary steps for retention of professional and other services under applicable Town policies; and

WHEREAS, the Town has agreed to engage the Contractor, and the Contractor has agreed to contract with the Town, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and Town do contract and agree as follows:

- Sec. 1. Title and Purpose.** Contractor shall perform the development of a Safety Action Plan as part of the Town of Knightdale receiving a Safe Streets for All planning grant from the United States Department of Transportation (USDOT). The Safety Action Plan shall adhere to the USDOT Safe Streets for All plan requirements and provide all work established in Attachment A – Scope of Services.
- Sec. 2. Scope and Services to be Performed.** The Contractor shall perform Work in accordance with Attachment A at the direction of the Town. Contractor will render its Services in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the Town that arise out of this contract. Any modifications, corrections, or change orders by either party must be made in writing signed in the same manner as the original. The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.
- Sec. 3. Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.
- Sec. 4. Compensation.** The Town agrees to pay the Contractor for the work completed and for services performed within the scope of this contract up to and “not to exceed” **\$250,000**. Payments for additional work completed or services performed under this contract must be approved in writing by the town prior to the commencement of such work or service. The Town shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this contract.
- Sec. 5. Contractor’s Billings to the Town.** Contractors shall submit their invoice to the Town’s project manager for the work or portion of the work completed or services performed as well as provide a Contractor Sales Tax Report when applicable or requested. The Town’s project manager prior to submitting the

invoice to the Finance Department will verify the charges for quantities of work completed or services performed. Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Contractor and the original signature of the Contractor's project manager. The Town will authorize payments, as outlined in the scope of services, to the Contractor. Invoices shall be submitted monthly and calculated as a percentage of the entire contract broken out by major tasks. Any subcontractor invoices shall also adhere to this format.

**Sec. 6. Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence (\$5,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Workers' Compensation and Employer's Liability	Statutory Limits and must include \$1,000,000 Each Accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)

**Commercial General Liability.** Coverage shall have minimum limits of \$5,000,000 per occurrence, general aggregate, products/completed operations aggregate, personal and advertising injury. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability.

**Automobile.** Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit.

**Professional Liability.** Professional Liability insurance of at least \$1,000,000 per occurrence (\$2,000,000 aggregate).

**Workers' Compensation and Employer's Liability.** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include Employer's Liability with a minimum limit of \$1,000,000 for each accident and \$1,000,000 for each employee for injury by disease.

Upon acceptance of the contract by the Town the Contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, the Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage.

The Town shall be named as an **additional insured** under the general liability and automobile liability policies required hereunder and the statement should read "Town of Knightdale is to be added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the

contractor fails to maintain and keep in force the insurance herein required, the Town reserves the right to cancel and terminate the contract without notice.

The Contractor shall, upon request of the Town, provide a statement of proof indicating that a **Drug-Free Workplace Program** is in place and that where required by law, company drivers meet **the DOT/CDL licensing** requirements.

**Sec. 7. Performance of Work by Town.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 2 above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**Sec. 8. Termination.**

- (a) **Termination for Convenience.** The contract may be terminated by the Town without cause upon no less than thirty (30) days written notice.
- (b) **Termination for Cause.** Each term and condition of this contract is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of the contract. Either party may terminate the contract in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.
- (c) **Termination Process.** All written notices must be delivered by certified mail, return receipt requested, by electronic mail, or in person. In case of termination under the contract, only fees for services rendered (or products provided) by the Contractor through the date of termination, if any, will be due and payable, and all work in progress will become property of the Town and will be turned over promptly by the Contractor. Upon receipt of written notice of termination, up until the date of termination, the Contractor will make reasonable efforts to limit the incursion of additional fees and perform only those services necessary for the timely delivery of work in progress to the Town and/or to correct a material breach or default. The parties will not be relieved of the duty to perform their obligation up to and including the date of termination. A termination penalty may not be charged against the Town.
- (d) **Remedies.** The rights and remedies of the Town provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Sec. 9. Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A – Scope of Services

Attachment B – Additional Provisions for Contracts Funded Through Federal Assistance

Attachment C – Certification Regarding Lobbying

Attachment D – E-Verify Affidavit

**Sec. 10. Notice.**

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

**To the Town:**

Attn: Andrew Spiliotis  
Town of Knightdale  
950 Steeple Square Ct  
Knightdale, NC 27545  
Phone Number: (919) 217-2247  
Email: Andrew.Spiliotis@knightdalenc.gov

**To the Contractor:**

Attn: [PROJECT MANAGER]  
Kimley Horn and Associates, Inc.  
421 Fayetteville Street, Suite 600  
Raleigh, NC 27601  
Phone Number: (XXX) XXX-XXXX  
Email: [XXXXXX@XXXXXX]

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

**Sec. 11. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Knightdale, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract to the extent proximately caused by the negligent acts, errors or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Knightdale, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

**Sec. 12 Miscellaneous.**

- (a) **Choice of Law and Forum.** This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) **Performance of Government Functions:** Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- (d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- (e) **Assignment, Successors and Assigns.** Without the Town’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns

shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

- (f) **Compliance with Law.** In performing all of the Work or Services contained herein, the Contractor and Contractors Employees shall comply with all applicable laws and regulations of the State of North Carolina pertaining to such Work or Services including Occupational Safety & Health laws.
- (g) **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.
- (h) **EEO Provisions.** During the performance of this Contract the Contractor agrees as follows:
  - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
  - 2. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- (i) **No Third Party Right Created.** This contract is intended for the benefit of the Town and the Contractor and not any other person.
- (j) **Principles of Interpretation.** In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- (k) **Modifications, Construction Change Directives (CCD), Entire Agreement.** A modification, or construction change directive per the AIA standards, of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract. Construction change directives to unit priced contracts will be paid at the unit price and non-unit priced contracts will be paid at the contractor's cost as defined by the AIA plus the reasonable allowance for overhead and profit which shall be agreed to between the contractor and Town.
- (l) **Ownership of Materials.** The Town will have access and ownership of all materials created as part of the Safety Action Plan process. Any proprietary exclusion will need to be approved by the Project Manager prior to utilization in the process.

**Sec. 13 E-Verify.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

**Sec. 14 Attorney's Fees.** Should either party deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**Sec. 15 Electronic Signature.** This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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

**TOWN OF KNIGHTDALE:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Authorized Town Official

By: \_\_\_\_\_  
Authorized Company Official

**ATTEST BY:**

**ATTEST BY:**

\_\_\_\_\_  
Town Clerk

**DRAFT**

\_\_\_\_\_  
Secretary

**SEAL:**

**SEAL:**

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

\_\_\_\_\_  
Town Finance Officer

\_\_\_\_\_  
Date



## **Knightsdale Safety Action Plan Scope of Work**

### **Task 1: Initiation, Coordination, and Management**

#### **TASK 1.1 PROJECT KICKOFF AND TOUR**

Kimley-Horn will lead and facilitate a project kickoff with Town staff and any other partner agencies representatives that the Town may desire (i.e., NCDOT, CAMPO). Town PM will identify Town staff participants to include. During the project kickoff, Kimley-Horn will walk the team through the work plan, schedule, and upcoming steps in the process.

On the same day as the kickoff, Kimley-Horn and Town staff will participate in a tour of Knightsdale. The tour will be organized around areas of safety concern. The Town will identify areas for the tour to visit.

#### **TASK 1.2 WORK PLAN**

Kimley-Horn will develop a work plan and schedule to communicate milestones, actions, key contacts, and deliverables. A draft work plan will be shared with the Town, and revised versions will be distributed by email as necessary. Kimley-Horn will refine the tentative schedule based on coordination with the Town for inclusion in the work plan.

#### **TASK 1.3 MONTHLY PROGRESS REPORTS**

Kimley-Horn will email monthly progress reports to the Town that will describe work completed in the previous month. The progress reports will accompany monthly invoices.

#### **TASK 1.4 COORDINATION MEETINGS**

Kimley-Horn will meet with the project leadership team on a bi-weekly schedule (every other week). These meetings will be half an hour in length and Kimley-Horn will update the Town on the ongoing work for the project and will look ahead towards next steps. These meetings will be used to prep for engagement with the Task Force. The Town's project manager will determine which Town staff need to be present at the recurring meetings.

### **Task 2: Engagement**

#### **TASK 2.1 PUBLIC INVOLVEMENT PLAN**

Kimley-Horn will develop a Public Involvement Plan (PIP) to showcase the strategy for engagement throughout the planning process. The public engagement strategy will be organized around three phases:

- Phase 1 – Challenges, Opportunities, and Current Conditions
- Phase 2 – Projects and Prioritization
- Phase 3 – Draft Plan Review and Validation

## TASK 2.2 PROJECT BRANDING

Kimley-Horn will develop up to three (3) branding themes and submit to the Town for review and approval. Kimley-Horn will incorporate one (1) round of revisions to the branding concepts prior to approval.

Using the approved branding theme, Kimley-Horn will develop a branding guide with project logo, colors, and fonts. Additionally, Kimley-Horn will develop a report template, memo template, and a MS PowerPoint template. Town staff will review branding items and Kimley-Horn will incorporate one (1) round of revisions to materials.

## TASK 2.3 STAKEHOLDER ENGAGEMENT

Kimley-Horn will coordinate with Town staff on identifying key stakeholders for the project team to engage with. Participants could include technical experts from other Town departments, partner agencies, community leaders, and others. These meetings may be organized topically to meet multiple stakeholders simultaneously. Stakeholder meetings will be facilitated by Kimley-Horn and will be up to one (1) hour in length. There will be up to two (2) rounds of meetings (most likely occurring at key milestones in Phase 1 and Phase 2 of engagement), with up to three (3) meetings each round.

Coordination with NCDOT can be part of the stakeholder engagement described above, but will be ongoing throughout the process.

## TASK 2.4 COMMUNITY OPEN HOUSES

Kimley-Horn will organize and facilitate up to three (3) community open house opportunities at key milestones in the planning process. Open houses will be drop-in format with interactive activities to gather feedback. Kimley-Horn will develop content and materials for these events. Town staff will lead the logistics for identifying and coordinating for the event space.

## TASK 2.5 DIGITAL PROJECT HUB

Kimley-Horn will set up a digital project hub using Social Pinpoint or similar software. The digital project will be the home for all digital engagement activities and will contain up to date information on the project process/timeline. Project deliverables and additional resources will also be hosted on the hub. Kimley-Horn will update the digital project hub up to two (2) times during each phase of engagement.

## TASK 2.6 DIGITAL SURVEYS

Kimley-Horn will develop up to three (3) digital surveys throughout the project process (presumably, one in each phase). The surveys will be interactive and will contain interactive mapping to gather feedback. Content for the surveys will be consistent with in-person engagement activities. After the initial development of survey, Kimley-Horn will respond to one (1) set of consolidated edits following review by Town staff.

## TASK 2.7 AWARENESS CAMPAIGN STRATEGY MEMO

Kimley-Horn will develop a strategy to build awareness in the community about the plan and safety in the community. The Awareness Campaign Strategy could include strategies to educate the public



about safety trends, the process and outcomes of the plan, and future implementation opportunities to improve safety in Knightdale.

The strategy will be documented in a brief memo. Kimley-Horn will respond to one (1) set of consolidated edits following review by Town Staff.

## **TASK 2.8 COMMUNITY EVENTS**

Kimley-Horn will participate in up to two (2) community events alongside Town staff to promote the plan. These events could include local festivals or other pop-up opportunities.

## **Task 3: Knightdale Vision Zero Task Force**

Kimley-Horn will prepare materials for and facilitate up to six (6) meetings with the Knightdale Vision Zero Task Force. The Town will identify potential Task Force members and invite them to be a part of the committee. The Town's project manager will coordinate with Kimley-Horn to schedule meetings, as well as distribute materials in advance of the meetings. Town staff will be responsible for securing meeting spaces. Meetings could be held in-person or virtually. Each meeting will last up to 90 minutes.

Timing and purpose for each meeting will be determined through the development of the Public Involvement Plan.

## **Task 4: Existing Conditions Analysis**

### **TASK 4.1 DATA COLLECTION**

Kimley-Horn will obtain current conditions data with assistance from the Town of Knightdale, CAMPO, and NCDOT. The Town will provide Kimley-Horn with available and pertinent municipal-managed GIS data. Kimley-Horn will access any needed county data directly from the county website. Kimley-Horn will obtain GIS data managed by NCDOT including traffic volumes, crash history, roadway characteristics, and planned transportation improvements. Kimley-Horn will obtain other data including relevant demographics, community attributes, and commute patterns from the American Community Survey. Findings from analysis of the data will be documented in the Knightdale State of Safety Report. If necessary to obtain data from CAMPO, Town staff will make that request.

### **TASK 4.2 PLAN & POLICY REVIEW**

Kimley-Horn will review existing plans and policy documents relevant to the process. Kimley-Horn will work with the Town to develop a list of up to eight (8) plans/documents to be reviewed for relevant safety recommendations, performance measures, and targets. Findings will be documented in the Knightdale State of Safety Report.

### **TASK 4.3 SPEED AUDIT AND ANALYSIS**

Kimley-Horn will conduct an audit of current speed conditions using USLIMITS 2 to evaluate speed limits based on operating speeds, traffic volumes, roadway characteristics, development along the corridor, bicycle and pedestrian activity, and crash rates. An evaluation of speeds based on 85<sup>th</sup>

percentile operating speeds will also inform the audit. Findings will be documented in the Knightdale State of Safety Report.

**TASK 4.4 HIGH-INJURY NETWORK DEVELOPMENT**

Kimley-Horn will lead the identification of corridors for inclusion on the High-Injury Network (HIN). The team will work with Town staff and the Task Force to develop the methodology for identification of the HIN. It is expected that this methodology will be quantitative based on existing crash data, and will include review and analysis of crash data for all CTP classified corridors.

Once the methodology has been agreed upon, Kimley-Horn will conduct the analysis and map the results. The final HIN will be overlaid with demographic data specific to equity. Findings from this subtask will be documented in the Knightdale State of Safety Report.

**TASK 4.5 STATE OF SAFETY REPORT**

Kimley-Horn will develop a public-facing, desktop-published report that memorializes the most meaningful findings and safety trends from Task 4. The State of Safety will rely on aesthetically pleasing mapping, photos, infographics, and clear, concise narrative to communicate the findings to the public. Findings in the report will also demographic results related to equity, to better identify areas of safety need in communities and neighborhoods that are traditionally underrepresented. Additionally, the State of Safety Report will include mapping and narrative to describe the existing roadway network and design, crash history, land use patterns, bicycle and pedestrian activity, roadway curvature and elevations, school locations and existing/planned round-a-bout locations.

The report will be up to 35 pages in length. Kimley-Horn will respond to two (2) rounds of consolidated comments from the Town after the initial development of the report.

**TASK 4.6 VISION AND GOALS**

Working with Town staff and the Task Force, Kimley-Horn will develop a draft vision statement and set of goals that will drive the process. Kimley-Horn will review SS4A safety goals at the MPO, State, and Federal to ensure alignment with the vision and goals for the Knightdale Safety Action Plan.

**Task 5: Strategy Development**

**TASK 5.1 ACTIONS AND STRATEGIES**

Kimley-Horn will develop a strategy and action table to support the HIN and the established goals for the Town. The table will be developed in coordination with the Town and the Vision Zero Task Force. Actions will be organized around the plan goals developed in Task 4.6.

The strategy and action table will contain:

- **Strategies** – Overarching strategies to achieve Vision Zero, each supported by multiple actions
- **Actions** – specific action-oriented statements organized around plan goals
- **Measures** – performance measures identified to track progress on the related action

- **Timeline/Priority** – either a timeframe (i.e. within 5 years, 10 years, etc.) or a relative priority (high, medium, low) to provide guidance on when to implement the action
- **Partners** – identification of the department, agency, or entity leading the implementation of the action, as well as any supporting partners.

Kimley-Horn will develop an initial draft of the action and strategy table and will respond to two (2) rounds of consolidated edits from Town staff.

As part of the action and strategy section of the final report, Kimley-Horn will develop a Vision Zero achievement timeline for the Town. The timeline will contain the actions and strategies identified in this task as well as any additional steps needed for the Town to achieve Vision Zero.

## TASK 5.2 SPEED AUDIT RECOMMENDATIONS

Using the results and findings of the speed audit analysis, Kimley-Horn will develop a specific set of speed-related recommendations to improve safety. Kimley-Horn will consider results from Task 4.3 (Speed Audit and Analysis) and Task 4.5 (State of Safety Report) to make the determinations.

Recommendations will include:

- **CTP-Aligned Speed Limits.** Kimley-Horn will develop a methodology for determine target speed limits for CTP streets.
- **Corridor Urbanization.** Kimley-Horn will define thresholds for when speed reductions should be considered as corridors urbanize.
- **Signage.** Kimley-Horn will identify appropriate locations for additional speed limit or other cautionary signage.
- **Traffic Calming.** Kimley-Horn will identify appropriate locations for traffic calming design measures.
- **Undeveloped Corridors.** Kimley-Horn will identify potential safety issues in undeveloped corridors that assist the Town in incorporating safety into the design review process.

These recommendations will be documented in the final planning document.

## Task 6: Roundabout Standards and Feasibility

Kimley-Horn will prepare roundabout guidelines for the Town that reference or are based upon nationally recognized roundabout design guidance (NCHRP Research Report 1043 – Guide for Roundabouts) but are catered to the specific contextual needs and preferences of the Town. The goal of this task is not to create a stand-alone roundabout design guide, but to provide guidelines that streamline the Town review process and make clear the design documentation needed to satisfy Town requirements. Kimley-Horn will prepare graphical presentations of the performance-based guidelines along with conformance-based guidelines such as curb types and material choices.

Kimley-Horn will work consultatively with Town staff to draw out preferences for adjustments to national and regional guidelines. The format of the guidance will have the look of construction standards but will include performance-based design parameters and methodology, outlined as design principles. These would be incorporated as details into the Town's Standards and Specifications.

The diagrams will resemble design deliverables that would be required of the staff or Kimley-Horn to validate a geometric layout.

**TASK 6.1 – ROUNDABOUT GUIDELINES CONSULTATION**

Kimley-Horn will host up to three (3) total roundabout guideline consultation meetings with the Town via Microsoft Teams. As part of the first consultation meeting, Kimley-Horn will present the Town with a general outline of proposed roundabout guidelines, and work through the finer details for Town preferences (e.g., circle size, design vehicle, typical section, curb types, material selection, etc.). The next two consultation meetings will be guideline review meetings, where the Town will have an opportunity to review and provide feedback on Town preferences.

**TASK 6.2 – ROUNDABOUT GUIDELINES DEVELOPMENT**

Kimley-Horn will prepare up to seven (7) roundabout guideline diagrams consisting of blended principles and design criteria.

1. Single-Lane Roundabout with Bike Lanes
  - An inset showing the relationship between on-street parking and a roundabout will be included
2. Single-Lane Roundabout with Bypass Right-Turn Lanes as Drop Lanes
3. Mini-Roundabout
4. Roundabout Deflection
  - Geometric speed control ranges for different sizes of roundabouts
5. Sightlines
  - Approach stopping sight and intersection sight distance requirements
6. Typical Construction Details
  - Choice of curb type and profiles
  - Material choices and colors
  - References to other applicable construction details
7. Roundabout Pavement Marking and Signing
  - Collection of regulatory, warning, and guidance signing and markings for various roundabout types
8. Other Traffic Calming Measures
  - Guidelines for curb extensions, chicanes, and chokers

Kimley-Horn will prepare a draft version of the diagrams noted above based on coordination with the Town. Kimley-Horn will address up to two (2) rounds of reasonable, consolidated comments on the draft submittals and will host two (2) comment review meeting with the Town (see Task 6.1). Kimley-Horn will provide a final version of the diagrams in PDF format.

**TASK 6.3 – ROUNDABOUT FEASIBILITY STUDIES**

The Town has identified twenty-five (25) intersections that may be good candidates for roundabouts. Kimley-Horn will use a combination of the FHWA Safety Performance for Intersection Control Evaluation (SPICE) tool and prioritization methodology developed during Task 7 to evaluate and

prioritize these 25 previously identified intersections. The Town will select up to five (5) intersections for roundabout feasibility study based on the analysis.

Kimley-Horn will develop feasibility level roundabout horizontal geometry at the five (5) intersections selected by the Town based on aerial imagery. Kimley-Horn will consider the following:

- Size of circle
- Horizontal alignment of approaches
- Roundabout functionality, including median length, entry angles, and space for design vehicle turning movements
- Bike/pedestrian/on-street parking accommodations (if needed)
- ROW constraints and driveway conflicts

Kimley-Horn will develop a feasibility level Opinion of Probable Construction Cost (OPCC) based on the roundabout feasibility study geometry. Kimley-Horn does not guarantee that the actual quantities and construction cost will not vary from the estimates provided.

**Work Standards** - The design and plans will be based upon the appropriate AASHTO guidelines, MUTCD guidelines, Town guidelines, and the standard practices of the NCDOT, where applicable.

Kimley-Horn will prepare plan sheets through a computer aided drafting and design system (CAD).

The Town will indemnify and hold harmless Kimley-Horn, its related entities, successors and assigns, and for the foregoing, its directors, officers and employees from all liability, costs and legal fees arising out of the use of any documents or electronic data produced by Kimley-Horn that are not final and complete, the use of documents or electronic data for other than the original intended purpose.

## **Task 7: Projects and Prioritization**

### **TASK 7.1 GAP ANALYSIS**

Kimley-Horn will conduct a gap analysis to identify segments of the HIN that aren't covered with previously identified pipeline projects.

### **TASK 7.2 PROJECT IDENTIFICATION**

Kimley-Horn will use the results of the gap analysis (Task 7.1), the speed limit audit recommendations (Task 5.2), the roundabout standards and feasibility (Task 6), and the public outreach (Tasks 2 and 3) to create a full project list. Kimley-Horn will conduct a high-level scan of previously identified projects along the HIN to determine if safety needs are being addressed. This scan could result in recommendations for changes to previously identified projects.

The project list will include previously identified improvements along the HIN, as well as any new segments identified for improvement along the HIN. New projects identified through the gap analysis

will represent the identified need for improvement. The improvement type will not be determined for these projects.

Additionally, Kimley-Horn will develop high-level cost estimates for identified projects using the latest available NCDOT cost estimation data/tools. These could be represented as ranges.

### TASK 7.3 PRIORITIZATION

Using the projects identified in 7.2, Kimley-Horn will prioritize the list by developing a community-specific prioritization methodology in collaboration with Town staff, the Task Force, and the general public through engagement opportunities in Task 2.

After engagement with the Task Force and the general public (through Task 2 activities), Kimley-Horn will develop a draft methodology for consideration by the Town. Kimley-Horn will respond to one (1) round of consolidated edits on the proposed methodology. Once the methodology is finalized, Kimley-Horn will run the prioritization process and memorialize the results in a spreadsheet and a GIS webmap for the Town and Task Force.

Using the results of the prioritization process and the cost estimations developed in Task 7.4 (likely by creating a ratio calculation), Kimley-Horn will identify five (5) “quick-build” projects.

Final results will be documented in the final plan.

### TASK 7.4 IMPLEMENTATION GRANT CHECKLIST

Kimley-Horn will develop a checklist to ensure alignment between the Knightdale Safety Action Plan and the SS4A Implementation Grant requirements. The checklist will also contain a list of other necessary data and materials needed for the Town to apply for and be competitive for the SS4A Implementation Grant process. The checklist will be documented in a brief memo.

### TASK 7.5 DATA COLLECTION AND MONITORIZATION MEMO

Kimley-Horn will develop a technical memorandum that will identify the data needed to monitor progress on safety, the source of the data, and the timeframe with which to recollect and update the data.

## Task 8: Reporting and Adoption

### TASK 8.1 DOCUMENT STORYBOARD/OUTLINE

Kimley-Horn will develop a storyboard or outline for the final planning document. This will describe major elements, sections, and maps to be included. The storyboard/outline will be reviewed by Town staff and the Task Force and Kimley-Horn will respond to one (1) round of consolidated edits.

### TASK 8.2 DRAFT PLAN

Using the agreed-upon outline/storyboard, Kimley-Horn will prepare an initial draft (Draft #1) for review by the Town and the Task Force. The Town’s project manager will collect and consolidate all

comments into one consolidated list to provide to Kimley-Horn. Kimley-Horn will then revise the draft plan (Draft #2) based on the requested edits.

Draft #2 will be made available to the general public and Town Council as part of Phase 3 of engagement. The Town's project manager will review feedback from the public and Council and provide Kimley-Horn a consolidate list of requested revisions to the plan.

### TASK 8.3 FINAL PLAN

Kimley-Horn will use the final consolidated list of edits to create the final plan.

Kimley-Horn will create the drafts and final report in Adobe InDesign, and it is anticipated that the final plan be a public-facing, highly graphic document relying on maps, infographics, and concise narrative to communicate the content. Technical information and memos may be provided in an appendix if needed. Final reports for public distribution will be converted into .pdf format and will include an executable table of contents.

Additionally, Kimley-Horn will develop a two (2) page Executive Summary after the final plan has been developed. Kimley-Horn will respond to up to one (1) round of consolidated edits on the Executive Summary before finalizing.

### TASK 8.4 ADOPTION

Kimley-Horn will prepare materials for and present Draft #2 and the final plan to both the Land Use Review Board and Town Council for a total of up to four (4) presentations.

Following adoption by Town Council, Kimley-Horn will provide the Town up to ten (10) hard copies of the report and one (1) USB drive containing all report files, presentations, images, and GIS data.

DRAFT

## Attachment 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 Knightdale 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 the contract pursuant to 2 CFR § 200.326 and 2 CFR Part 200, Appendix II, as applicable. In case of conflict between this attachment and the text of the contract, this attachment shall control.

**Access to Records and Record Retainage.** In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The Town of Knightdale, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

**Age Discrimination Act of 1975.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Americans with Disabilities Act of 1990.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

**Byrd Anti-Lobbying Amendment.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it 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 an 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.

**Changes.** Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within 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. The contractor's failure to do so shall constitute a material breach of the contract.



**Civil Rights Act of 1964 – Title VI.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Civil Rights Act of 1968.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the Civil Rights Act of 1968, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

**Clean Air Act and Federal Water Pollution Control Act (Clean Water Act).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

**Compliance with Federal Law, Regulations, and Executive Orders.** Contractor acknowledges and agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**Conflict of Interest Provisions.** Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** [Where applicable] All contracts awarded by the Town in excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (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 (b)(1) of this section, 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 paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) 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 (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The 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.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

**Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the

provisions of 2 CFR § 200.321 which requires that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. 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 FEMA 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 C.F.R. § 5.12."

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week. The Town must place a copy of the current prevailing wage determination 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. The contracts must also include a provision for 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

- (1) Minimum wages.
  - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not

less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)
- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
    - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (2) The classification is utilized in the area by the construction industry; and
    - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the

contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  - (ii)
    - (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the

contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the

job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees —

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for

the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal 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 the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).



- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**Debarment and Suspension.**

- (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 Knightdale. 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.

**Department of Homeland Security Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

**Domestic Procurement Preference.** As appropriate and to the extent consistent with law, the Town's vendor 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)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Drug-Free Workplace Regulations.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

**Energy Policy and Conservation Act.** All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Environmental reviews/assessments.** When required by Federal program legislation, awarded contractors must conduct and complete federally approved process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. The environmental review process is required for most federally assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Not every project is subject to a full environmental assessment (i.e., every project's environmental impact must be examined, but the extent of this examination varies), but every project must be in compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws.

**Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

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 applicant 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 the applicant 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.*

The applicant 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 applicant 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 applicant 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.

**Fly America Act of 1974.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

**License and Delivery of Works Subject to Copyright and Data Rights.** The contractor grants to the Town of Knightdale, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the contractor will identify such data and grant to the Town of Knightdale or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the contractor will deliver to the Town of Knightdale data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town of Knightdale.

**Limited English Proficiency (Civil Rights Act of 1964, Title VI).** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

**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.

**Patents and Intellectual Property Rights.** Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Procurement of Recovered Materials.** All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated

in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Rehabilitation Act of 1973.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Remedies.** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

**Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Town in any resulting invention in accordance with 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.

**Telecommunications Huawei / ZTE Ban.** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system 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 from the Chinese manufacturers Huawei and ZTE.

**Termination.** All contracts shall contain suitable provisions for termination by the Town, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor. All contracts in excess of \$10,000 must address termination for cause and for convenience by the Town, including the manner by which it will be given legal effect, and the basis for settlement. See 2 CFR Appendix II to Part 200(B).

**Terrorist Financing.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

**Trafficking Victims Protection Act of 2000.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

**Universal Identifier and System of Award Management (SAM).** All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

**USA Patriot Act of 2001.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**Whistleblower Protection Act.** All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

DRAFT

**Attachment C**

**CERTIFICATION REGARDING LOBBYING**

***Certification for Contracts, Grants, Loans, and Cooperative Agreements***

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the State of \_\_\_\_\_;  
and the County of \_\_\_\_\_.

Notary Public \_\_\_\_\_

(OFFICIAL SEAL)

My Appointment Expires \_\_\_\_\_

Attachment D

E-Verify Affidavit

STATE OF NORTH CAROLINA

Town of Knightdale

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 Article 2 of Chapter 64 of the North Carolina General Statutes.
2. EMPLOYER UNDERSTANDS THAT NORTH CAROLINA EMPLOYERS EMPLOYING MORE THAN 25 EMPLOYEES 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.

DRAFT

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Affiant

Print or Type Name & Title

State of North Carolina \_\_\_\_\_ County

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

My Commission Expires:

Notary Public

(Seal)