MCADAMS
80 Charlotte Street
Suite 40
Asheville, NC 28801
919. 361. 5000

June 12, 2025

Jessica Trotman
Town of Black Mountain
160 Midland Avenue
Black Mountain, North Carolina 28711

RE: Professional Services Agreement
Black Mountain NC, Hilltop Rd Stabilization
Black Mountain, North Carolina
TOB25003

THIS document is the final written integration of the agreement between **THE JOHN R. McADAMS COMPANY** ("CONSULTANT"), and **THE TOWN OF BLACK MOUNTAIN** ("CLIENT"), executed on the date written next to their names signed below, the latter of which shall become the effective date of this Professional Services Agreement ("Agreement").

The CLIENT desires to engage CONSULTANT to provide certain services ("Services"), as set forth in Exhibit A, in connection with the project Black Mountain NC, Hilltop Rd Stabilization ("Project"). This Agreement (and all documents incorporated or referenced therein, collectively referred to as the "Agreement") between CONSULTANT and CLIENT for the Project, is subject to the following terms and conditions and, by accepting the Agreement or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

Terms + Conditions

1. Payment:

CLIENT will pay CONSULTANT for services and expenses outlined in Exhibit A and based on periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the

Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default:

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. Ownership of Instruments of Service:

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

4. Change Orders:

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

7. Assignment and Third Parties:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. Survival:

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. Force Majeure:

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. Standard of Care:

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT**.

11. Limitation of Liability:

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to $50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. Waiver of Consequential Damages:

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. Safety:

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. Arbitration:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non- binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

16. Termination:

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

17. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

19. Merger, Amendment:

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

20. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

Additionally, this Agreement (and all documents incorporated or referenced therein, collectively referred to as the "Agreement") is subject to the federally required Terms and Conditions set forth in 2025-06-12 Modifications to Exhibit B.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have hereunto set their hands and seals in duplicate the day and year written below.

THE JOHN R. McADAMS COMPANY

By: _____ Date: _____

Name: _____

Title: _____

THE TOWN OF BLACK MOUNTAIN

By: _____ Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

_____

Exhibit A

McAdams
80 Charlotte Street
Suite 40
Asheville, NC 28801
919. 361. 5000

Exhibit A

June 12, 2025

Jessica Trotman
Town of Black Mountain
160 Midland Avenue
Black Mountain, North Carolina 28711

RE: Exhibit A
Black Mountain NC, Hilltop Rd Stabilization
Black Mountain, North Carolina
TOB25003

Project Description

Flooding from Hurricane Helene caused a landslide on Hilltop Road that has removed roughly half the roadway approximately 1600' from the intersection of Hilltop Road and Fairway Drive. The remaining half of the roadway is un-stable, and the road is currently closed to traffic with some temporary measures in place to try and divert surface water away from the slide area. An existing stormwater pipe was collecting surface water from beside Hilltop Road in the area of the slide and carrying it beneath Hilltop Road and down the slope. During the landslide that pipe was destroyed, and the outlet can no longer be located.

Project Understanding

Proposed Repairs

The proposed repairs for this site are to stabilize the slope and prevent further material loss on the hillside. This effort will include significant repairs/replacement to the drainage system in place. The re-grading and re-opening of Hilltop Road is not the objective of this stabilization project.

Assumptions

This proposal is based on the following assumptions:

- The Town of Black Mountain (Town) will be acquiring the adjacent parcel of property in the landslide location.
- Utility locates have been requested by the Town.
- Necessary permits for construction will be acquired by the Town.
- Survey Data Collection shall be completed via Unmanned Aircraft System (UAS). This is due to the steep slopes in the slide area that pose a safety concern to our crews.
- A single submittal will be prepared for the Town's review. This submittal will contain Construction Drawings, an Opinion of Probable Construction Costs (OPCC), and Project Manual. Comments from the review will be incorporated and returned to the Town for bidding and letting.

- All Plans shall be in accordance with latest editions of the following documents:
  - AASHTO *A Policy on Geometric Design of Highways and Streets;*
  - AASHTO *Roadside Design Guide;*
  - NCDOT *Subdivision Manual;*
  - NCDOT *Roadway Design Manual;*
  - NCDOT *Roadway Standard Drawings;*
  - FHWA *Manual on Uniform Traffic Control Devices;*
  - NCDOT *Guidelines for Drainage Studies and Hydraulic Design;*
  - NCDOT *Stormwater Best Management Practices Toolbox; and*
  - NCDOT *Erosion and Sediment Control Design and Construction Manual*.
- Specifications for this project shall be in accordance with the 2024 NCDOT Standard Specifications for Roads and Structures.

Services + Fees

(Alphanumeric task numbers are for internal coding purposes):

Surveying Services

B1.10 UAS FLIGHT AND DATA SERVICES:

> FEE: $11,300 + $1,500 Reimbursables ($12,800 Total)

McAdams UAS flight crews will perform all flights under Part 107 regulations and will acquire, if necessary, the FAA airspace authorizations to perform such tasks. Once any necessary authorization has been granted flight plans will be prepared to complete the project mission. LIDAR and Aerial Photography will be collected within the project limits. Ground Control points ((1) Azimuth pair, if needed) and forty plus (40+) Photo Identification points will be established for the project site, recording the northings, eastings, and elevations for each on NAD83 and NAVD88 datum. The data collected from the UAS will be validated with the collected points. Aerial data will be processed in accordance with ASPRS Accuracy Standards for Digital Geospatial Data, as well as any regulation required by the Board of Examiners for Engineers and Land Surveyors. Ground classification will be extracted from the LIDAR data and used to develop a digital terrain model to define the existing topography. A surface XML file will be exported and provided for incorporation into the survey base file. Current FAA regulations require that a constant line of sight be maintained between the pilot and the UAS. In certain situations that requires the use of a lift platform to meet that requirement. Should this equipment be required, the reimbursable expenses shall be invoiced as follows:

- Towable Boom Lift – $1,500 daily.

B12.30 SUBSURFACE UTILITY ENGINEERING (LEVEL B):

> FEE: $6,800

Conductive utilities will be marked utilizing Geophysical prospecting techniques in conjunction with radio, audio, and electromagnetic equipment. Multiple utility sweeps will be performed to identify the water lines in conflict. All non-conductive utilities will be marked utilizing above ground features utility plats and/or as-built, and recollections. Utilities will be marked utilizing standard marking paint and/or flags and whiskers in accordance with ASEC standard guidelines to ensure accuracy in the collection of the information. No guarantee is made that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, nor that the underground utilities shown are in the exact location indicated, although they will be located as accurately as possible from information available. The Client will ensure that there is access to all areas inside and outside of the building so a thorough locate and sweep can be performed. Client will ensure that there is access to the site. Physical location of the underground utilities can be determined by utilizing Vacuum Excavation (SUE – Level A) and can be quoted if requested.

Project Administration/Bid Support

A14.01 PROJECT ADMINISTRATION AND BID SUPPORT SERVICES:

> FEE: $20,610 + $357 Reimbursables ($20,967 Total)

McAdams will provide project administration during the design development phase and bid support services to the Town of Black Mountain under this task.
This includes the following meetings:

- Kickoff Meeting (Principal in Charge, Project Manager, Discipline Leads, Lead Designers; Virtual Format; one (1) hour).
- Monthly Client Coordination Meetings (six (6); Principal in Charge, Project Manager; Virtual Format; one (1) hour).
- Bi-Weekly Internal Coordination Meetings (twelve (12); Principal in Charge, Project Manager, Discipline Leads, Lead Designers; Virtual Format; thirty (30) minutes).
- Pre-Bid Meeting (Principal In Charge, In-Person, one (1) hour + travel).

Project administration services include the creation and maintenance of agendas and minutes for the aforementioned meetings (when applicable) as well as coordination of submittals to the Town, maintenance of project records, and general project operation. Bid services include responding to up to six (6) Requests for Information (RFI) during the pre-bid process. Travel to and from the Pre-Bid Meeting includes $357 of reimbursable expenses for mileage to and from our Raleigh, North Carolina office to the Town's office.

Engineering Services

D14.01 ROADWAY DESIGN:

FEE: $31,560

McAdams will complete the design for temporary roadway grading on Hilltop Road to prevent further material loss at the landslide location. The limits of construction along Hilltop Road shall be of sufficient length to tie-in to existing conditions. McAdams will prepare and submit Construction Drawings, an OPCC, and Project Manual for the Town's review. McAdams will respond to comments and questions, and revise Plans and Specifications for one (1) review. Once approved, McAdams will sign and issue the Construction Drawings and Project Manual for the Town's use.

The Construction Drawings shall include the following:

- Title Sheet;
- Index of Sheets, General Notes, and List of Standards;
- Conventional Symbols (legend);
- Pavement Schedule and Typical Sections;
- Details (as needed);
- Plan and Profile Sheets including Proposed Drainage (drainage design prepared in a separate task);
- Erosion Control Notes, Standard Drawings, and Details (Erosion Control Design prepared in a separate task); and
- Roadway Cross-Sections (ten (10)-foot intervals).

Deliverables:

- Final Plan Set for Review;
- Final Plan Set issued for Construction;
- Opinion of Probable Construction Cost;
- Specifications for Construction; and
- Hydraulic Summary Sheet(s).

D14.02 HYDRAULIC DESIGN:

FEE: $25,260

Temporary Hydraulic Design:
For the section of Hilltop Road, McAdams will design any new temporary roadway drainage, ditches, and other stormwater devices to convey proposed flows across Hilltop Road that meet the Town of Black Mountain and NCDOT standards. Temporary Design includes hydrologic and hydraulic analysis for identified design storms through development of approved hydraulic software. The resulting calculations will be used to determine the level of service for the temporary roadway drainage.

Deliverables include:
- Design Calculations and Supporting Documentation;
- Drainage Design Incorporated with Roadway Design; and
- Stormwater Management Plan (SMP).

Temporary Erosion Control:
For the section of Hilltop Road, McAdams will design Erosion and Sediment Control Plans (ES&C) plans for the Temporary phase of construction that meet the Town of Black Mountain and NCDOT standards. The Temporary design will include document review and surface water delineation for design requirements, including environmental commitments related to ES&C design, landscaping, and vegetation re-establishment.

Deliverables include:
- High Quality Water Worksheet;
- Erosion & Sediment Control Plans for Temporary Design;
- Erosion & Sediment Control Quantities; and
- Project Specific Erosion and Sediment Control Special Provisions.

D14.03 GEOTECHNICAL DESIGN:

FEE: $30,000

Conduct a geotechnical exploration and provide soil properties to aid in slope repair design and roadway reconstruction.

Geotechnical Drilling:
FME will contact North Carolina 811 (NC811) to request utility marking. However, NC811 may not mark all utilities. FME is not responsible for damage to unmarked and / or incorrectly marked utility lines. The Town of Black Mountain is responsible for locating and marking Town and County owned utilities that are not marked by NC811.

FME proposes to advance two (2) Standard Penetration Test (SPT) borings at the slope failure. FME intends to conduct borings from the roadway on either side of the slope failure. Borings will be extended to forty (40) feet below the pavement surface. SPT blow counts will be recorded at two (2)-foot intervals over the course of the soil drilling. Rock coring will be conducted if refusal is encountered shallower than forty (40) feet.

- One (1) composite bulk sample will be obtained from the auger cuttings.
- Groundwater measurements will be obtained at the time of boring and the bore holes will be backfilled with a bentonite-cement grout after water measurements are made.

Laboratory Testing:
Recovered soil samples will be classified in the field per the Unified Soil Classification System (USCS) by the Visual-Manual Soil Classification method. Samples will be placed in plastic bags and sealed after classification. Samples will be transported to FME's laboratory where a select number of samples will be tested. The laboratory test program will include four (4) classification testing (grain size distributions, Atterberg limits, and moisture content determinations). The bulk sample will be testing for Standard Proctor, shear (either triaxial shear or direct shear at FME's discretion), and classification testing. Up to two (2) rock core samples will be tested for compressive strength if rock is cored.

Geotechnical Reporting:
FME will provide a geotechnical report that will include a summary of the field exploration, laboratory tests results, boring logs, groundwater measurements, boring location plan, and our interpretation of the subsurface conditions encountered in the test borings. The report will also include recommendations for the following items:

- Pavement section reconstruction to match or exceed the existing pavement section structural number;
- Soil strength properties and rock strength properties (if rock is encountered); and
- Fill placement.

D14.04 GEOTECHNICAL CONSULTATION:

> FEE: By hourly charges according to the attached Rate Schedule at $275 per hour, estimate $11,000.

Provide consultation and iterate with McAdams on concepts and pricing for permanent repair of the slope failure and reconstruction of the westbound travel lane.

D14.05 EROSION CONTROL PERMITTING:

> FEE: $3,900

Following an initial review by the Town, McAdams will submit erosion control plans and supporting documentation to the Regional Office of NCDEQ for review and approval. Upon approval of the erosion control plans, Design Team will apply for the NCG01 permit. This scope of services includes responding to one round of comments from NCDEQ. Based on NCDEQ current review standards, a land disturbance permit will not be issued until documentation of permit approvals and easement acquisition can be provided. The County will be responsible for signing and notarizing the NCDEQ Financial Responsibility Form and paying the required review fees for the project.

Project Schedule

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. McAdams proposes the following schedule for the repair plans to be completed. The number of weeks shown is from the issuance of the Notice to Proceed (NTP). The following is the expected schedule for completion of work on this project:

- Geotechnical/Survey/SUE Field Work – Completed within six (6) weeks of NTP;
- Hydrology/Hydraulic Analysis – Completed within eight (8) weeks of NTP;
- Issuance of Geotechnical Report – Completed within twelve (12) weeks of NTP;
- Development of Preliminary Grading Plan and Easement Requirements – Completed within sixteen (16) weeks of NTP; and
- Development of Bid Documents – Completed within twenty (20) weeks of NTP.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- Notification to proceed;
- Timely approval of sketches presented for Client approval;
- Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- Payment of all application and permit fees;
- Payment of invoices in accordance with Item 1 of Terms and Conditions;
- Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- Pavement design;
- Utility coordination;
- Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- Wetlands delineation and permitting (will be quoted if required);
- Structural design of retaining walls, headwalls or stormwater facilities or structures;
- Traffic Impact Analysis;
- Preparation of plats for right-of-way acquisition;
- Right-of-way acquisition services;
- Bidding services;
- Construction engineering and inspection;
- Color graphics for meetings or marketing purposes (will be quoted if required);
- Permit application, plans review or re-review fees;
- Revised directives from Client after design has begun;
- Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- Court appearances for litigation, or preparation for same;
- Legal advertisements for construction contracts;
- Environmental investigations, wetlands permitting, wetlands surveying;
- Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved; and
- Stormwater Control Measures (SCM's) (will be quoted if required).

General Conditions

- Reimbursable expenses will be billed as shown in this proposal and in accordance with the attached Rate Schedule.
- Client is responsible for all application and permit fees.

Exhibit B

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

Federal Applicability:

The ~~City~~ Town anticipates that this Contract may be financed in whole or in part with Federal and or State funding. As such, applicable Federal and State laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal and/or State requirements, including any amendments made after the execution of this Contract, shall govern this Contract, only if ~~unless~~ the applicable Federal and/or State laws or regulations require that such amendments apply to existing contracts ~~Government determines otherwise~~. This Section identifies the Federal and State requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

To the extent ~~applicable~~stated in this Contract, the Federal and State requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State, and local laws, regulations, and rules and local policies and procedures in effect at the time this Contract is executed~~, as amended from time to time,~~ relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any ~~City~~ Town requests, which would cause the ~~City~~ Town to be in violation of the Federal awarding agency's terms and conditions.

This Contract may be financed, in whole or in part, by funding provided by federal programs **including, but not limited to**, the Federal Emergency Management Agency (FEMA), the Department of Housing and Urban Development, (HUD), or the Department of Transportation (DOT). Contractor shall at all times comply with all applicable federal regulations, policies, procedures, and directives, including without limitation those listed directly or by reference~~, as they may be amended or promulgated from time to time during the term of this Contract~~. Contractor's failure to so comply shall constitute a material breach of this Contract.

REMEDIES:

PERFORMANCE AND DEFAULT: If, through any cause, contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, the ~~City~~ Town shall have the right to terminate The Contract ~~by~~ after giving written notice to the contractor, ~~and~~ specifying the effective date thereof, and giving the Contractor fourteen (14) days to cure or begin and continue commercially reasonable efforts to cure the default. In ~~that~~ the event of termination for cause any or all finished or unfinished deliverable items under The Contract prepared by the contractor shall, at the option of the ~~City~~Town, become its property, and the contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, contractor shall not be relieved of liability to the ~~City~~ Town for damages sustained by the ~~City~~ Town by virtue of any breach of The Contract, and the ~~City~~ Town may withhold any payment due the contractor for the purpose of set off until such time as the exact amount of damages due the ~~City~~ Town from such breach can be determined. The ~~City~~ Town reserves the right to require at ~~any time~~the time of contracting a performance bond or other acceptable alternative performance guarantees from contractor ~~without expense to the City~~.

In the event of default by the contractor, the ~~City~~ Town may procure the goods and services necessary to complete performance hereunder from other sources and hold the contractor responsible for any excess cost occasioned thereby. In addition, ~~in the event of default by the contractor under The Contract, or~~ upon the contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the contractor, the ~~City~~ Town may immediately cease doing business with the contractor, immediately terminate The Contract for cause, and may take action to debar the contractor from doing future business with the ~~City~~Town.

TERMINATION FOR CAUSE OR CONVENIENCE:

Commented [EAJ1]: This is a recommended provisions per Section 4 (pg. 31) of the FEMA Contract Provisions Guide and we do not have issues with it.

Commented [EAJ2]: This is a modified version of the suggested language included at Section 4 (pg. 31) of the FEMA Contract Provisions Guide.

Commented [EAJ3]: This is required under 2 C.F.R. § Pt. 200, App. II(A) assuming the contract value is over $250,000, but the language is negotiable. We have therefore suggested revisions.

Commented [EAJ4]: This is required under 2 C.F.R. § Pt. 200, App. II(B) when the contract value is over $10,000, but the language is negotiable. We have therefore suggested revisions.

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

For purposes of clarity, it is expressly noted that, if the contractor fails to fulfill its obligations under The Contract, or otherwise breaches the terms of The Contract, the ~~City~~ Town shall be entitled to terminate The Contract ~~by~~ after giving written notice to the contractor ~~and~~, specifying the effective date thereof, and giving the Contractor fourteen (14) days to cure or begin and continue commercially reasonable efforts to cure the default.. In such an event, the ~~City~~ Town shall have the right to pursue any of the additional remedies listed in the preceding section of these Terms and Conditions.

If this contract contemplates deliveries or performance over a period of time, the ~~City~~ Town may, for any reason within its sole discretion, terminate this contract at any time by providing 30 days' notice in writing from the ~~City~~ Town to the contractor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the ~~City~~Town, become its property so long as the Town has complied with its payment obligations under this Contract. If the contract is terminated by the ~~City~~ Town as provided in this section, the ~~city~~ Town shall pay for those items for which such option is exercised, less any payment or compensation previously made.

CONTRACT CHANGES:

Contract changes must be in writing and agreed on by the ~~city~~ Town and the vendor and will be implemented by contract amendments signed by both parties. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Contract amendments will be coordinated with the Project Manager and approved by the ~~City~~ Town before any changes should occur.

NONDISCRIMINATION

Equal Employment Opportunity

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, ~~City~~ 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.

Commented [EAJ5]: This language is recommended per the FEMA Contract Provisions Guide. We agree that this provision should be included even though not required.

Commented [EAJ6]: The language in this section is almost a verbatim copy and paste from 41 C.F.R. § 60-1.4(b) which applies to federally assisted construction contracts and requires each administering agency to require the inclusion of such language "as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause." 41 C.F.R. § 60-1.4(b) is also referenced in 2 C.F.R. § Pt. 200, App. II(C). Because this language is required, we have not revised it.

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

(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 comply with Section 504 of the Rehabilitation Act of 1973, as amended. 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 ~~City~~ Town to enter into such litigation to protect the interests of the ~~City~~Town. 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 ~~City~~ 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 proceeding.

Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC 623 through 634 and the implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal awarding agency may issue.

~~**Sex**~~

Commented [EAJ7]: Although this is not specifically required to be included in federally assisted contracts, McAdams is generally required to comply with these laws in its employment practices.

Commented [EAJ8]: All of the laws cited in this section are related to education programs which receive federal funding and do not appear to be related to federally assisted construction projects. We therefore removed this section.

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

~~The Contractor agrees to comply with all applicable requirements of Title IX of the Education~~

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

~~Amendments of 1972, as amended, 20 USC 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Educations Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, that prohibit discrimination on the basis of sex.~~

Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities.

~~Access to Services for Persons with Limited English Proficiency~~

~~The Contractor agrees to comply with Executive Order No. 13166;"Improving Access to Services for Persons with Limited English Proficiency,"; 42 USC 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons"; 70 Fed. Reg. 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.~~

~~Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections~~

~~To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 USC 290dd through 290dd-2, and any amendments thereto.~~

~~Other Nondiscrimination Laws~~

~~The Contractor agrees to comply with applicable provisions of other Federal and/or State laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal and/or State Government determines otherwise in writing.~~

Inclusion in Subcontracts

The Contractor also agrees to include the requirements of this Section in each subcontract financed in whole or in part with Federal and/or State assistance, modified only if necessary to identify the affected parties.

~~COMPLIANCE WITH THE DAVIS-BACON ACT- CONSTRUCTION~~

~~All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.~~

~~Contractors are 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.~~

~~Additionally, contractors are required to pay wages not less than once a week.~~

~~The Contractor also agrees to include the requirements of this Section in each subcontract financed in whole or in part with Federal and/or State assistance, modified only if necessary to identify the affected parties.~~

~~COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT~~

Commented [EAJ9]: Although this is not specifically required to be included in federally assisted contracts, McAdams is generally required to comply with these laws in its employment practices.

Commented [EAJ10]: Since this language is not required to be included in federally assisted contracts, we have removed it.

Commented [EAJ11]: Since this language is not required to be included in federally assisted contracts, we have removed it.

Commented [EAJ12]: This seems to be a "catch-all" provision that is not required to be included.

Commented [EAJ13]: This is required by 41 C.F.R. § 60-1.4(c).

Commented [EAJ14]: Per Section 3.1 (pg. 9) of FEMA's Contract Provisions Guide, the Davis-Bacon language is not required for procurements under FEMA's Public Assistance Program. Based on this and 2 C.F.R. § Pt. 200, App. II(D), which states "when required by Federal program legislation", I think this language can be removed. We should ask the FEMA consultant for an explanation regarding the statement that this provision is "required for all nonfederal -entity contracts were federal funding is awarded"

Commented [EAJ15]: Per Section 4.1 (pg. 11) of FEMA's Contract Provisions Guide, the Copeland Act language is not required for procurements under FEMA's Public Assistance Program. Based on this I think this language can be removed. We should ask the the FEMA consultant for an explanation of the statement that this provision is "required for all nonfederal -entity contracts were federal funding is awarded"

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.

c. 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.

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 therefore 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 $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the 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 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.

CLEAN AIR ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the (name of applicant entering into the contract)Town of Black Mountain and understands and agrees that the City of AshevilleTown of Black Mountain will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Commented [EAJ16]: Per 2 C.F.R. § Pt. 200, App. II(E), the Contract Work Hours and Safety Standards Act only applies to contracts that involve the employment of mechanics and laborers. Since McAdams is providing professional design services, this language can be removed. Again, the FEMA consultant's statement that this provision is "required for all nonfederal -entity contracts were federal funding is awarded" does not seem accurate and we should request an explanation.

Commented [EAJ17]: This is required by 2 C.F.R. § Pt. 200, App. II(G) without any exceptions if the contract value is over $150,000. I think this should remain.

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the ~~City of Asheville~~Town of Black Mountain and understands and agrees that the ~~City of Asheville~~Town of Black Mountain will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. ~~3.~~ The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Commented [EAJ18]: This is required by 2 C.F.R. § Pt. 200, App. II(G) without any exceptions if the contract value is over $150,000. I think this should remain.

~~**ENERGY CONSERVATION**~~

~~The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq. This requirement extends to all third-party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.~~=

Commented [EAJ19]: Since this language is not required to be included in federally assisted contracts, we have removed it.

DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 ~~City of Asheville~~Town of Black Mountain. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the ~~City of Asheville~~Town of Black Mountain, 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 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

Commented [EAJ20]: This is required by 2 C.F.R. § Pt. 200, App. II(H) without any exceptions if the contract value is over $25,000.

~~This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.~~

The requisite Debarment and Suspension Certification is included as ATTACHMENT A and must be executed for contracts of $25,000 or more and prior to the award of the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352

Contractors 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 any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with

Commented [EAJ21]: This is required by 2 C.F.R. § Pt. 200, App. II(H) without any exceptions if the contract value is over $100,000.

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.

The requisite "Lobbying Certification" is included as ATTACHMENT B and must be executed for contracts of $100,000 or more and prior to the award of the contract.

~~**PROCUREMENT OF RECOVERED MATERIALS**~~

~~(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price~~

~~(ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.~~

~~(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.~~

~~This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.~~

Commented [EAJ22]: Per the FEMA Contract Provisions Guide and 2 C.F.R. § 200.323, this is only required where the procurement of materials is involved. We therefore removed this Section.

ACCESS TO RECORDS AND RECORD RETENTION

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier. Under 49 USC 5325(g) and 2 CFR 200.33~~76~~, authorized~~applicable~~ Federal and/or State Agency has the right to examine and inspect all records, documents, and papers, including contracts, related to any project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records which are directly pertinent to this Contract~~related in whole or in part to the contract~~, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.33~~43~~. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of the Contractor's submission of their final financial report or termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records.

a. The Contractor agrees to provide sufficient access to authorized ~~applicable~~ Federal and/or State ~~Agency and its contractors~~ to inspect and audit records and information related to performance of this contract as reasonably may be required.

b. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all readily accessible records which are directly pertinent to this Contract and required to be maintained by Contractor and its subcontractors pursuant to this Contract~~Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49~~

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene
~~USC 5325(g) and 2 CFR 200.336~~.

c. Contractor also agrees, pursuant to 49 CFR 633.17 to provide ~~the applicable Federal~~authorized Federal Agency Secretary, Director, or Administrator or their authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

d. The Contractor agrees to permit any authorized Federal or State agency ~~of the foregoing parties~~ to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. Access to the Sites of Performance. The Contractor agrees to permit authorized~~applicable~~ Federal and/or State Agency ~~and its contractors~~ access to the sites of performance under this contract as reasonably may be required.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the ~~City of Asheville~~Town of Black Mountain and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

FEDERAL OR STATE SEAL, LOGO, AND FLAGS

The contractor shall not use any Federal or State Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal or State agency officials without specific agency pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal and State law, regulations, executive orders, federal or state agency policies, procedures, and directives.

NO OBLIGATION BY FEDERAL OR STATE GOVERNMENT

Neither the Federal nor the State Government is 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.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." ~~—~~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

Commented [EAJ23]: This is a recommended provision per the FEMA Contract Provisions Guide, but we do not have an issue with it.

Commented [EAJ24]: This is a recommended provision per the FEMA Contract Provisions Guide, but we do not have an issue with it.

Commented [EAJ25]: This is a recommended provision per the FEMA Contract Provisions Guide, but we do not have an issue with it.

Commented [EAJ26]: This is a recommended provision per the FEMA Contract Provisions Guide, but we do not have an issue with it.

Commented [EAJ27]: This is required under 2 C.F.R. § 200.322 and the FEMA Contract Provisions Guide. This language is very similar to FEMA's recommended language and is acceptable.

items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONFLICT OF INTEREST

No employee, officer, board member, or agent of the ~~City of Asheville~~Town of Black Mountain or the Contractor shall participate in the selection, award, or administration of a contract supported by federal and/or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employ~~ee~~s or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

Commented [EAJ28]: This provision is not required to be included but McAdams and the Town are required to comply with conflicts of interest standards outlined in 2 C.F.R. § 200.318. We therefore do not have an issue with this language.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The ~~City of Asheville~~Town of Black Mountain promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. When possible, Disadvantaged Business Enterprises, as defined in 2 CFR § 200.321, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor agrees to solicit small and minority business and women's business enterprises whenever they are potential sources. When economically feasible, the Contractor agrees to divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. Where the requirement permits, the Contractor agrees to establish delivery schedules which encourage participation by small and minority businesses and women's business enterprises. As appropriate, the Contractor agrees to use the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

Commented [EAJ29]: This provision is not required to be included but McAdams and the Town are required to ensure that DBEs are "considered" per 2 C.F.R. § 200.321. The language included in this Section closely tracks the requirements of 2 C.F.R. § 200.321.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in 2 CFR 200.216 (b) and (c), Public Law 115-232, and FEMA Policy #405-143-1, "Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services".

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from a federal agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

Commented [EAJ30]: This is required by 2 C.F.R. § Pt. 200, App. II(K) and 2 C.F.R. § 200.216. The proposed language here is almost identical to the language suggested in the FEMA Contract Provisions Guide.

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and

any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

~~**BUY AMERICA**~~

~~If this project is subject to the Build America, Buy America Act (BABAA), the Contractor and its subcontractors shall certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractor and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement.~~

~~The requisite "BABAA Certificate of Compliance" is included as ATTACHMENT C.~~

Commented [EAJ31]: Although required per the FEMA Contract Provisions Guide, I think we try to remove this because McAdams is not procuring any material for the project. Since McAdams is not procuring any material, I don't know how it could sign the certification included in Attachment C.

~~**HUAWEI./ ZTB Ban**~~

~~CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115–232 and § 200.471.~~

Commented [EAJ32]: I think this can be removed since this contract does involve the procurement of telecommunications or video surveillance equipment. It is also not required per the FEMA Contract Provisions Guide.

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding $25,000.)

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____
County of _____
Subscribed and sworn to before me this ___ day of _____, 20___.

Notary Public _____

My Appointment Expires _____ [SEAL]

Attachment B

CERTIFICATION REGARDING LOBBYING
(To be submitted with all offers exceeding $100,000; must be executed prior to Award)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31 U.S.C. § 1352. 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. § 1352, *et seq*., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

Date _____

Printed Name and Title of Contractor's Authorized Official

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20____.

Notary Public _____

My Appointment Expires _____ [SEAL]

Attachment C

BABAA CERTIFICATION OF COMPLIANCE

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58 §§ 70901-52, unless excepted by federal law, regulations, policy, or guidance.

The undersigned certifies, to the best of their knowledge and belief, that:

All the iron, steel, manufactured products, and construction materials used in the contract are in full compliance with BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United states.

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

_____

Signature of Contractor's Authorized Official

Date _____

_____

Printed Name and Title of Contractor's Authorized Official

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20___.

Notary Public _____

My Appointment Expires _____ [SEAL]

Modifications to EXHIBIT B

MCADAMS
621 Hillsborough Street
Suite 500
Raleigh, NC 27603
919. 361. 5000

June 12, 2025

Jessica Trotman
Town of Black Mountain
160 Midland Avenue
Black Mountain, North Carolina 28711

RE: Modifications to EXHIBIT B (FEMA Contract Provisions)

Dear Jessica,

We are pleased to offer modifications to EXHIBIT B (FEMA Contract Provisions) for the project Black Mountain NC, Hilltop Rd Stabilization between the John R. McAdams Company and Town of Black Mountain.

Modifications to the proposed EXHIBIT B (FEMA Contract Provisions) are as follows:

Federal Applicability:

The Town anticipates that this Contract may be financed in whole or in part with Federal and or State funding. As such, applicable Federal and State laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal and/or State requirements, including any amendments made after the execution of this Contract, shall govern this Contract, only if the applicable Federal and/or State laws or regulations require that such amendments apply to existing contracts. This Section identifies the Federal and State requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

To the extent stated in this Contract, the Federal and State requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State, and local laws, regulations, and rules and local policies and procedures in effect at the time this Contract is executed relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Town requests, which would cause the Town to be in violation of the Federal awarding agency's terms and conditions.

This Contract may be financed, in whole or in part, by funding provided by federal programs including, but not limited to, the Federal Emergency Management Agency (FEMA), the Department of Housing and Urban Development, (HUD), or the Department of Transportation (DOT). Contractor shall at all times comply with all applicable federal regulations, policies, procedures, and directives, including without limitation those listed directly or by reference. Contractor's failure to so comply shall constitute a material breach of this Contract.

REMEDIES:

PERFORMANCE AND DEFAULT: If, through any cause, contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, the Town shall have the right to terminate The Contract after giving written notice to the contractor, specifying the effective date thereof, and giving the Contractor fourteen (14) days to cure or begin and continue commercially reasonable efforts to cure the default. In the event of termination for cause any or all finished or unfinished deliverable items under The Contract prepared by the contractor shall, at the option of the Town, become its property, and the contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of The Contract, and the Town may withhold any payment due the contractor for the purpose of set off until such time as the exact amount of damages due the Town from such breach can be determined. The Town reserves the right to require at the time of contracting a performance bond or other acceptable alternative performance guarantees from contractor.

In the event of default by the contractor, the Town may procure the goods and services necessary to complete performance hereunder from other sources and hold the contractor responsible for any excess cost occasioned thereby. In addition, upon the contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the contractor, the Town may immediately cease doing business with the contractor, immediately terminate The Contract for cause, and may take action to debar the contractor from doing future business with the Town.

TERMINATION FOR CAUSE OR CONVENIENCE:

For purposes of clarity, it is expressly noted that, if the contractor fails to fulfill its obligations under The Contract, or otherwise breaches the terms of The Contract, the Town shall be entitled to terminate The Contract after giving written notice to the contractor, specifying the effective date thereof, and giving the Contractor fourteen (14) days to cure or begin and continue commercially reasonable efforts to cure the default.. In such an event, the Town shall have the right to pursue any of the additional remedies listed in the preceding section of these Terms and Conditions.

If this contract contemplates deliveries or performance over a period of time, the Town may, for any reason within its sole discretion, terminate this contract at any time by providing 30 days' notice in writing from the Town to the contractor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the Town, become its property so long as the Town has complied with its payment obligations under this Contract. If the contract is terminated by the Town as provided in this section, the Town shall pay for those items for which such option is exercised, less any payment or compensation previously made.

CONTRACT CHANGES:

Contract changes must be in writing and agreed on by the Town and the vendor and will be implemented by contract amendments signed by both parties. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Contract amendments will be coordinated with the Project Manager and approved by the Town before any changes should occur.

NONDISCRIMINATION

Equal Employment Opportunity

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 comply with Section 504 of the Rehabilitation Act of 1973, as amended. 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 Town to enter into such litigation to protect the interests of the Town. 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 proceeding.

Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, and 29 USC 623 through 634 and the implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal awarding agency may issue.

Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities.

Inclusion in Subcontracts

The Contractor also agrees to include the requirements of this Section in each subcontract financed in whole or in part with Federal and/or State assistance, modified only if necessary to identify the affected parties.

CLEAN AIR ACT

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town of Black Mountain and understands and agrees that the Town of Black Mountain will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town of Black Mountain and understands and agrees that the Town of Black Mountain will, in turn, report each violation as required to assure notification to the appropriate Federal Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 Black Mountain. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Black Mountain, 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 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

The requisite Debarment and Suspension Certification is included as ATTACHMENT A and must be executed for contracts of $25,000 or more and prior to the award of the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352

Contractors 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 any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.

The requisite "Lobbying Certification" is included as ATTACHMENT B and must be executed for contracts of $100,000 or more and prior to the award of the contract.

ACCESS TO RECORDS AND RECORD RETENTION

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier. Under 49 USC 5325(g) and 2 CFR 200.3376, authorized Federal and/or State Agency has the right to examine and inspect all records, documents, and papers, including contracts, related to any project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records which are directly pertinent to this Contract, including, but not limited to, data, documents, reports, statistics, sub- agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of the Contractor's submission of their final financial report or termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records.

a. The Contractor agrees to provide sufficient access to authorized Federal and/or State Agency to inspect and audit records and information related to performance of this contract as reasonably may be required.

b. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all readily accessible records which are directly pertinent to this Contract and required to be maintained by Contractor and its subcontractors pursuant to this Contract.

c. Contractor also agrees, pursuant to 49 CFR 633.17 to provide authorized Federal Agency Secretary, Director, or Administrator or their authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

d. The Contractor agrees to permit any authorized Federal or State agency to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. Access to the Sites of Performance. The Contractor agrees to permit authorized Federal and/or State Agency access to the sites of performance under this contract as reasonably may be required.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Town of Black Mountain and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

FEDERAL OR STATE SEAL, LOGO, AND FLAGS

The contractor shall not use any Federal or State Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal or State agency officials without specific agency pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal and State law, regulations, executive orders, federal or state agency policies, procedures, and directives.

NO OBLIGATION BY FEDERAL OR STATE GOVERNMENT

Neither the Federal nor the State Government is 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.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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.

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." – 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 non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONFLICT OF INTEREST

No employee, officer, board member, or agent of the Town of Black Mountain or the Contractor shall participate in the selection, award, or administration of a contract supported by federal and/or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The Town of Black Mountain promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. When possible, Disadvantaged Business Enterprises, as defined in 2 CFR § 200.321, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor agrees to solicit small and minority business and women's business enterprises whenever they are potential sources. When economically feasible, the Contractor agrees to divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. Where the requirement permits, the Contractor agrees to establish delivery schedules which encourage participation by small and minority businesses and women's business enterprises. As appropriate, the Contractor agrees to use the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

This requirement extends to all third-party contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in 2 CFR 200.216 (b) and (c), Public Law 115-232, and FEMA Policy #405-143-1, "Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services".

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from a federal agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

The John R. McAdams Company

Town of Black Mountain

Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding $25,000.)

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____
County of _____
Subscribed and sworn to before me this ___ day of _____, 20___.

Notary Public _____

My Appointment Expires _____ [SEAL]

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING
(To be submitted with all offers exceeding $100,000; must be executed prior to Award)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31 U.S.C. § 1352. 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. § 1352, *et seq*., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

Date _____

~~Printed Name and Title of Contractor's Authorized Official~~

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20___.

Notary Public _____

My Appointment Expires _____ [SEAL]

MCADAMS

Hourly Rate Schedule / 2025

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
Chairman / President / Vice President	$290 - 400 /hour
Advisor	$325 - 250 /hour
Director / Practice Lead	$165 - 310 /hour
Technical Manager	$140 - 250 /hour
Project Manager	$150 - 235 /hour
Assistant Project Manager	$120 - 185 /hour
Landscape Architect	$140 - 230 /hour
Planner	$110 - 205 /hour
Project Engineer	$145 - 240 /hour
Graphics + Visualization	$125 - 140 /hour
Designer / Analyst	$110 - 170 /hour
Intern	$55 - 100 /hour
Administrative Services	$80 - 120 /hour
Construction Administration	$115 - 205 /hour
Survey Technician	$95 - 125 /hour
2 Man Survey Crew	$165 - 185 /hour
3 Man Survey Crew	$200 - 225 /hour
UAS LiDAR Crew	$285 /hour
SUE Crew Member	$95 - 135 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.):

Item	Fee	Item	Fee
Oversize + Color Rep.	$3.60 /each	Oversize Mylar Sepia	$24.00 /each
Paper Reproductions	$2.40 /each	Mylar Sepia	$18.00 /each
Specifications	$0.12 /each	Paper Sepia	$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES:

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. BILL RATES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____

MCADAMS

Collection Schedule

- **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.

- **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.

- **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.

- **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.

- **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
  - Outline the services rendered and state the client's past due balance.
  - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
  - State the procedures for payment to remove halts and ratify current account status.

- **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.

- **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials: _____ Date: _____