STANDARD SERVICE AGREEMENT

This AGREEMENT, dated as of April 28, 2026 "Execution Date" is entered into by and between Anchor QEA of North Carolina, PLLC, a North Carolina Professional Limited Liability Company, and affiliated companies, herein referred to as "Anchor QEA," and Town of Black Mountain, 160 Midland Avenue, Black Mountain, North Carolina 28711, United States, hereinafter called "CLIENT."

This AGREEMENT is to perform consulting services for the Assessment and Restoration Options for Flat Creek Greenway project.

PROVISIONS

ARTICLE 1: TERMS OF PAYMENT

A. Invoicing and Payment

Monthly invoices will be issued to the CLIENT for payment, representing the value of the Scope of Services completed to date. Payment is due within 30 calendar days from the date of the invoice. Any disputed invoice or portions thereof not paid within 30 calendar days shall bear interest at the rate permitted under the North Carolina Prompt Pay Act. To the extent permissible by law, any undisputed invoice or portions thereof not paid within 30 calendar days shall bear interest at the rate permitted under the North Carolina Prompt Pay Act. If the CLIENT disputes any invoice or charge, they must notify Anchor QEA in writing within thirty (30) business days of receipt of the disputed invoice, and both parties shall work in good faith to resolve the dispute within thirty (30) calendar days. Any undisputed portion remains due and payable within the original payment terms. Final payment will be made upon completion of the Scope of Services, receipt of all deliverables, and all project-related documents required under this AGREEMENT.

B. Financial Adjustment and Overpayment Allocation

In the event of any overpayment, Anchor QEA reserves the right to offset such amounts against any future payments due from the CLIENT. This right extends beyond the specific agreement or project to any outstanding obligations the CLIENT may have with Anchor QEA.

C. Payment Default and Remedies

If the CLIENT fails to make payment within the specified timeframe, Anchor QEA may at its sole discretion:

- Suspend ongoing services until full payment is received.
- Terminate this AGREEMENT for non-payment.
- Pursue legal action to recover outstanding balances,

D. Outstanding Payment Resolutions and Lien Rights

Anchor QEA reserves the right to:

- Engage a collection agency or initiate legal proceedings to recover unpaid amounts with CLIENT including necessary attorneys' fees and court costs only in a manner and to the extent permitted under North Carolina law, including but not limited to the NC Tort Claims Act, and without waiver of CLIENT'S sovereign immunity.

- Place a lien on the CLIENT's assets, including project deliverables and real property, in accordance with applicable lien laws.

E. Legal Compliance and Subpoena Cost Reimbursement

In the event that Anchor QEA is required to respond to a subpoena, deposition, or other legal request related to the CLIENT's project, the CLIENT shall reimburse Anchor QEA for all reasonable costs incurred, including employee time, and other related expenses.

ARTICLE 2: OBLIGATION OF ANCHOR QEA

A. Scope of Work

Anchor QEA shall perform the agreed-upon Scope of Services to the agreed-upon Standard of Care. The parties agree that Anchor QEA's scope of work is limited to the services expressly outlined in the attached Scope of Services Document. Any services not included in the attached Scope of Services document are expressly excluded.

B. Independent Contractor

Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

C. Lower Tier Subcontracts

Anchor QEA shall not sublet or assign any of the work covered by this AGREEMENT, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this AGREEMENT. Anchor QEA will bind all Lower Tier Subconsultants to the provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

D. Standard of Care

In providing services under this AGREEMENT, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the community.

Anchor QEA warrants that the services will meet the agreed-upon specifications and Standard of Care but MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

E. Notice of Delay

The time schedule for the performance of services as set forth under this AGREEMENT is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay. The CLIENT will not penalize Anchor QEA, whether financially or otherwise, for any delays beyond its control. Anchor QEA will be entitled

to a reasonable extension of time to perform its scope of work under the AGREEMENT for delays beyond its control.

F. Insurance

Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested: Anchor QEA shall cause Client to be listed as an additional insured on any applicable general liability insurance policy carried by Anchor QEA that is applicable to the scope of services.

1. Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability insurance as follows:

   $1,000,000 each accident
   $1,000,000 each employee
   $1,000,000 disease aggregate

2. Commercial automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with a $1,000,000 combined single limit.
3. Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with $1,000,000 per occurrence/general aggregate.
4. Professional liability insurance of $1,000,000, per claim and in the aggregate.

Anchor QEA will give the CLIENT thirty (30) days' notice of any cancellation of the policies or 10 days' notice for cancellation due to non-payment of premiums. CLIENT shall require all other consultants to have similar or greater coverages and limits.

G. Indemnification

Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from the indemnitee's own negligent acts, negligent errors, or negligent omissions in the performance of their services under this AGREEMENT.

H. Consequential Damages

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action, including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential

damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

I. Permits, Licenses, and Fees

Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA's performance of the Scope of Services and will give all necessary notices.

J. Access to Records

Anchor QEA will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor QEA's normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

K. Ownership

CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT upon full payment of all balances due. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated or agreed to in writing by Anchor QEA under this AGREEMENT.

L. Equal Employment Opportunity

Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state, and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA with respect to itself and any of its subconsultants, vendors, and suppliers to ensure compliance with such laws. All federal, state, and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability, or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees, and take all other action that may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules, and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business, and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

M. Marketing Rights

CLIENT grants Anchor QEA permission to use non-confidential project information, including but not limited to designs, photographs, and outcomes, in marketing materials such as brochures, websites, and social media. Anchor QEA shall ensure that any such use respects the confidentiality obligations outlined in this AGREEMENT.

N. Attribution and Credit

Anchor QEA reserves the right to attribute project work to itself in promotional materials, including but not limited to case studies, press releases, and other public communications. CLIENT agrees that such

attributions will not require additional approval unless explicitly requested in writing prior to project completion.

ARTICLE 3: GENERAL PROVISIONS

A. Waivers

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

B. Force Majeure

Neither party to this AGREEMENT will be liable for any failure or delay in performing its obligations under this AGREEMENT (except for payment obligations) due to events beyond its reasonable control ("Force Majeure Events"). Force Majeure Events include, but are not limited to, natural disasters (such as floods, fires, earthquakes, pandemics, or epidemics), explosions, wars, acts of terrorism, riots or civil unrest, government actions or orders, embargoes, blockades, national or regional emergencies, labor strikes or slowdowns, and shortages of power, materials, or transportation.

C. Authorization to Proceed

Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

D. No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

E. Jurisdiction

The laws of the State of North Carolina shall govern the validity, interpretation, performance, and enforcement of this AGREEMENT, as well as any claims related thereto. The venue for any legal action, mediation, or arbitration shall be in Buncombe County, North Carolina.

F. Disputes

Any dispute arising under this AGREEMENT may be settled by mediation in the State of North Carolina in accord with such procedures as may be acceptable to the parties.

G. Severability and Survival

If any provision of this AGREEMENT is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision. The parties agree that the remaining provisions shall remain in full force and effect as if the invalid, illegal, or unenforceable provision had never been included in this AGREEMENT.

To the fullest extent permitted by law, the parties further agree to replace any such invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent and economic effect of the invalidated provision, upon consent of both parties.

All obligations, rights, warranties, indemnities, confidentiality obligations, and any provisions that by their nature should survive, including but not limited to those relating to **payment, intellectual property, and indemnification**, shall remain in effect beyond the termination, expiration, or completion of services under this AGREEMENT, regardless of the reason for termination.

Any attempt by either party to challenge or negate the enforceability of this section shall constitute a material breach of this AGREEMENT.

H. Term and Termination

This AGREEMENT begins on the Effective Date and continues until the services are completed.

Either party may terminate this AGREEMENT immediately by written notice if the other party:

1. Materially breaches this AGREEMENT and fails to cure the breach within 15 calendar days after receiving written notice;
2. Becomes insolvent or unable to pay its debts when due;
3. Files for bankruptcy or becomes subject to involuntary bankruptcy not dismissed within 30 days;
4. Is dissolved or liquidated;
5. Makes a general assignment for the benefit of creditors; or
6. Has a receiver, trustee, or similar agent appointed over a substantial portion of its assets.

I. Complete Agreement

This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

J. Confidentiality

All business records not subject to disclosure or not required to be disclosed pursuant to North Carolina law, including but not limited to the North Carolina Public Records Act, are deemed confidential when disclosed by one party to the other.

These obligations shall survive the termination or completion of this AGREEMENT.

K. Change Order

If additional work beyond the original scope or schedule is required, Anchor QEA will submit Change Order Requests for approval. The CLIENT agrees to compensate Anchor QEA for any such additional work at the agreed-upon rates. Anchor QEA is not obligated to perform work related to unapproved Change Order Requests. Change Order Request approvals must be timely and in writing. The CLIENT's failure to timely approve a change order in writing relieves Anchor QEA from performing the Change Order Request's work. Anchor QEA will not be held liable for delay damages as a result of the CLIENT's failure to timely approve a Change Order Request. Failure to tender payment to Anchor QEA for performances rendered under an approved Change Order Request shall be considered a material breach of this AGREEMENT.

L. Attachments and Schedules

The attached provisions within Attachment - *Federally Required Terms and Conditions,* are included solely to address specific requirements that may apply when this agreement is funded, in whole or in part, by federal sources. These provisions are intended to supplement the terms of the standard agreement and do not modify or override its existing terms and conditions.

Nothing in the attached provisions shall alter the parties' obligations related to indemnification, standard of care, or any other core terms of the standard agreement. In the absence of federal funding, the attached provisions shall not apply.

The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment 1: Scope of Services and Budget

Attachment 2: Federally Required Terms and Conditions

This AGREEMENT represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for Anchor QEA		**Accepted for Town of Black Mountain,**	
By:	Tracy Drury Tracy Drury (May 4, 2026 13:56:10 PDT)	By:	
Name:	Tracy Drury	Name:	
Title:	shareholder	Title:	
Date:	05/04/2026	Date:	

Attachment 1: Scope of Work and Budget

Anchor QEA of North Carolina, PLLC
231 Haywood Street
Asheville, North Carolina 28801
828.281.3350

ANCHOR QEA

December 19, 2025

Jessica Trotman
Assistant Town Manager
Town of Black Mountain
160 Midland Ave
Black Mountain, North Carolina 28711

Re: Proposal for Assessment and Restoration Options for Flat Creek Greenway

Dear Jessica,

Anchor QEA of North Carolina, PLLC, is pleased to provide the Town of Black Mountain (Town) with the following proposal for restoration of the Flat Creek Greenway (Project or Greenway). The purpose of this effort is to perform a thorough post-storm detailed damage assessment and provide the preferred method of repair to portions of the Flat Creek Greenway that were damaged by flooding related to Tropical Storm Helene in September 2024.

Extreme flooding caused Flat Creek to escape its banks along the Greenway corridor with the creek abandoning its previous course, flooding residences, and destroying portions of the paved greenway trail. The Town anticipates receiving FEMA-PA (Federal Emergency Management Agency – Public Assistance) funding to complete the design and implementation of this recovery project. Anchor QEA will contract with the Town to perform Phase 1 of the restoration to include a detailed damage assessment and provide the preferred method of repair We will then meet with the Town and FEMA representatives to review funding eligibility and then advance through the detailed design under a contract amendment.

The proposed scope of work summarized below is based on our preliminary Site reconnaissance visit, conducted on September 5, 2025. This scope of work for the initial phase assumes that Anchor QEA will perform a detailed Site assessment, produce a Damage Assessment Report, and provide the preferred method of repair. As the proposed solution has not yet been determined, the following scope of work does not include the detailed design (including hydrologic and hydraulic modeling and no-rise evaluation) or subsequent phases of permit finalization, construction specifications and bidding, construction management, and closeout, which will be scoped once the preferred alternative is selected.

This scope of work (SOW) includes the following tasks:

1. Existing Data Review
2. Site Assessment
3. Damage Assessment Report

4. Recommended Methods of Repair
5. Grant Compliance and Analysis
6. Project Management and Meetings

Scope of Services and Deliverables

Through Phase 1 of this restoration project, Anchor QEA will perform the following tasks.

Task 1—Existing Data Review

This task will consist of reviewing existing available data.

Subtask 1.1 Existing Data Review

Anchor QEA will request, acquire, and review available existing data the design team deems necessary for understanding existing and pre-storm conditions at the Site. Potential items Anchor QEA may request and review include:

- Historic and current aerial imagery
- LiDAR elevation data
- Stormwater input locations
- Soils mapping
- Historic storm and precipitation data
- FEMA mapping and published models
- Infrastructure and parcel mapping
- Design or construction documentation of the pre-Helene conditions

Assumptions

- We will rely on Town staff to provide documentation they have available, or contacts for holders of existing data.

Deliverables

There are no deliverables associated with this task.

Task 2—Preliminary Site Assessment

Anchor QEA will perform a preliminary assessment of the Site with the intent of documenting the damage to the Greenway from Tropical Storm Helene.

Anchor QEA staff will photo document the Site and will prepare the preliminary design recommendations.

Assumptions

- Right of entry will be coordinated by the Town of Black Mountain.
- Anchor QEA will have access to the Site but will remain on publicly owned premises.
- Two members of the Anchor QEA design team will be on site for 1 half day.

- No PLS (professional land surveyor) will be contracted at this time. PLS survey will be included, if necessary, as part of the detailed design to be scoped separately.

Deliverables
There are no deliverables associated with this task.

Task 3—Damage Assessment Report

Anchor QEA will prepare a Damage Description and Dimensions Report that aligns with FEMA's Preliminary Damage Assessment (PDA) Guide requirements. This report will document the type, location, extent, and estimated costs of damage, following the standardized framework for FEMA-PA assessments. We will begin with a structured Initial Damage Assessment (IDA), incorporating geotagged photographs, GIS mapping, and field inspections to capture the magnitude of damage to the greenway, adjacent streambanks, public and private structures, and associated infrastructure. We will categorize the Site in accordance with FEMA's PA work eligibility matrices and supporting documentation checklists, resulting in an analysis that provides sufficient technical justification for federal disaster grant consideration.

Our team will prepare impact statements, opinions of probable cost, and supporting documentation that address FEMA's evaluation factors—including uninsured losses, localized impacts, and hazard mitigation opportunities. The final Damage Assessment Report will provide the Town with a defensible and FEMA-ready submittal package that expedites eligibility under the Stafford Act. By aligning with FEMA's documentation standards and validation practices, the report will not only support the Town's immediate recovery needs but also position the project for hazard mitigation funding to reduce vulnerability to future storm events.

Assumptions

- Anchor QEA will follow FEMA guidance for the development of the Damage Description and Dimensions Report.

Deliverables
Anchor QEA will deliver the Damage Description and Dimensions Report in PDF format, via email.

Task 4—Preferred Method of Repair

Anchor QEA will provide the Town with a scope of work (SOW) and cost estimate (opinion of probable cost) for the preferred method of repair of the Greenway. The preferred method of repair will include:

- A clear rationale and explanation of damages, and
- Why the proposed repair is appropriate and reasonable
- An opinion of probable cost for design and implementation of the repair

To determine the preferred method of repair, Anchor QEA will assess options including returning the damaged infrastructure and streambanks to their pre-storm level of function or rebuilding the streambanks and greenway infrastructure to a level of service that will provide enhanced resiliency to future flooding events by acquiring adjacent property.

These recommendations will address FEMA guidance and will support the Town's position to secure FEMA funding for design and implementation.

A preliminary opinion of probable cost for design and implementation of the preferred method of repair will be developed to support Phase 2 of this project. The opinion of probable cost will follow the American Association of Cost Estimation International Recommended Practices for Cost Estimating System[1] for a Class 5 estimate with an expected accuracy range of -50% at the low end and +100% at the high end to identify the typical variation of expected cost at this level of project definition.

Assumptions

- Recommendations will be summarized in a memorandum (up to 10 pages and 2 figures) that incorporates documentation from the Damage Assessment Report.

Deliverables

Anchor QEA will provide the preferred method of repair in a summary memo in PDF format, delivered via email.

Task 5—Grant Compliance and Analysis

The intent of this task is to facilitate efficient and effective discussions with FEMA that allow for the continuation of the Greenway recovery services under Phase 2. This task includes the following:

- Meet with representatives of the Town and FEMA to review eligibility of the two recommended repair options (up to 2 hours total labor).
- Develop the scope of work and budget for Phase 2 to include the engineering of the selected alternative, including permitting, development of construction specifications, and constructor selection process.
- Summary review of FEMA guidance documents to enable project delivery team to develop documents and recommendations based on stated FEMA requirements and policy in effect at the time-of-service delivery.

[1] This system is a series of recommended practices that classifies estimates based on the maturity of the project definition scope and accuracy. The system has five classes of estimates, from Class 5 (Least Defined) to Class 1 (Most Defined).

Task 6—Project Management and Meetings

The intent of this task is to facilitate efficient and effective work within a defined schedule and budget to meet the project objectives. This task includes the following:

- Update meetings with Town representatives as needed (up to 2 hours over 1 meeting)
- Develop and maintain a project schedule and conduct budget reviews (up to 10 hours total labor)
- Respond to miscellaneous project communications outside of the scope identified above (up to 2 hours)

General Assumptions

Completion of the work in accordance with the estimated budget and schedule is based on the foregoing descriptions and following assumptions:

- Anchor QEA will be provided access to all portions of the site on an agreed-upon date without delay.
- Weather events will not hinder performance of the surveys.
- Pre-design investigations, including geotechnical assessment and topographic surveying are not included in this phase.
- Permit application, pre-permitting meetings, or applicable fees are not included in this phase.
- The development of engineering plans, detailed design, including utility design, or specifications is not included in this phase.
- No cultural or archaeological study or threatened and endangered species assessments are included.
- FEMA will accept at least one of the proposed recommendations without discussion or negotiation.
- Modifications or additional iterations of proposed recommendations by FEMA, the Town, or other stakeholders, will require additional scope and budget.

Estimated Costs

Based on the scope described herein, our estimated fees are summarized in Table 1. The project will be invoiced on a time and materials basis. If, during the work, we identify conditions that differ from those addressed in this proposal, Anchor QEA will notify the Town and obtain written approval prior to continuation of out-of-scope services. Although Anchor QEA will track budgets at the task level, invoicing for work from this project will be provided at the project level. Invoicing for work from this project will be provided monthly. Invoicing conditions are stated in the Standard Agreement.

Table 1
Task and Fee Breakdown

Task Number	Task Name	Estimated Cost
Task 1	Existing Data Review	$1,850
Task 2	Preliminary Site Assessment	$3,300
Task 3	Damage Assessment Report	$3,400
Task 4	Recommended Methods of Repair	$7,650
Task 5	Grant Compliance and Analysis	$5,000
Task 6	Project Management and Meetings	$2,600
	TOTAL	**$23,800**

Schedule

Anchor QEA will target completion of the work within 12 weeks of contract execution.

If you have any questions regarding these findings, please contact me at 828-989-4587, or via email at cengle@anchorqea.com. We appreciate the opportunity to perform this work.

Sincerely,

Chris Engle, PE
Project Manager

Attachment 2: Federally Required Terms and Conditions

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

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, unless the Federal and/or State 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, 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, 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 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, 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 Town shall have the right to terminate The Contract by giving written notice to the contractor and specifying the effective date thereof. In that event 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 any time a performance bond or other acceptable alternative performance guarantees from contractor without expense to the Town.

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, 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 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:

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

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

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

Contract, or otherwise breaches the terms of The Contract, the Town shall be entitled to terminate The Contract by giving written notice to the contractor and specifying the effective date thereof. 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. 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. 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, Town 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

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

(1) 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.

(2) 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.

(3) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (9) 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 Town 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

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

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

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

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

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) 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

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

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. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

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.

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.

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

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

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 EPAdesignated 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.

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 200.336, 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 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 § 200.333. 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 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 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 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 USC 5325(g) and 2 CFR 200.336.

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

c. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the applicable 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 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 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 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

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

concrete; glass, including optical fiber; and lumber.

CONFLICT OF INTEREST

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

Federally required Terms and Conditions- Hurricane Helene

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. 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;

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

EXHIBIT B

(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

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

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.

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.

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

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), Anchor QEA of North Carolina PLLC, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE 10/7/2025

SIGNATURE Signed by: 6EF9AF21E83F4F5...

COMPANY Anchor QEA of North Carolina PLLC.

NAME John P. Laplante

TITLE Principal Engineer

State of TX

County of Brazoria

Subscribed and sworn to before me this 7th day of October, 20 25.

Notary Public _____

My Appointment Expires 02/25/2027

[SEAL]

ANGELETTE M. FONTENOT
NOTARY PUBLIC
STATE OF TEXAS
Commission #130130320
My Comm. Expires February 25, 2027

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

ATTACHMENT A

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, Anchor QEA of North Carolina PLLC, 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.

Signed by:
6EF9AF21E83F4F5...
Signature of Contractor's Authorized Official

Date 10/7/2025

Printed Name and Title of Contractor's Authorized Official
John P. Laplante, Principal Engineer

State of TX

County of Brazoria

Subscribed and sworn to before me this 7th day of October, 20 25.

Notary Public

My Appointment Expires 02/25/2027

ANGELETTE M. FONTENOT
NOTARY PUBLIC
STATE OF TEXAS
Commission #130130320
My Comm. Expires February 25, 2027

Docusign Envelope ID: 24C06BEC-84AA-4DCC-A6E0-AA336C80870A

ATTACHMENT A

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, Anchor QEA of North Carolina, PLLC 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."

Signed by:
_____
Signature of Contractor's Authorized Official

Date 10/7/2025

John P. Laplante, Principal Engineer
Printed Name and Title of Contractor's Authorized Official

State of TX

County of Brazoria

Subscribed and sworn to before me this 7th day of October, 20 25.

Notary Public _____ [SEAL]

My Appointment Expires 02/25/2027

ANGELETTE M. FONTENOT
NOTARY PUBLIC
STATE OF TEXAS
Commission #130130320
My Comm. Expires February 25, 2027

Anchor QEA Service Agreeement - VW 3x revisions 4.28.2026

Final Audit Report 2026-05-04

Created:	2026-05-04
By:	Lori Fisher (lfisher@anchorqea.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKdWqSJaIsxFG4qzfFbQZ6XwY7Nh_ijjA

"Anchor QEA Service Agreeement - VW 3x revisions 4.28.2026" History

Document created by Lori Fisher (lfisher@anchorqea.com)
2026-05-04 - 7:57:03 PM GMT

Document emailed to Tracy Drury (TDrury@anchorqea.com) for signature
2026-05-04 - 7:57:16 PM GMT

Email viewed by Tracy Drury (TDrury@anchorqea.com)
2026-05-04 - 8:55:20 PM GMT

Document e-signed by Tracy Drury (TDrury@anchorqea.com)
Signature Date: 2026-05-04 - 8:56:10 PM GMT - Time Source: server

Agreement completed.
2026-05-04 - 8:56:10 PM GMT

Adobe Acrobat Sign