ARPA ADDENDUM

1. DEFINITIONS

1.1. Government means the United States of America and any executive department or agency thereof.

1.2. Treasury means the Department of the Treasury of the United States of America.

1.3. ARPA means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 601 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), collectively referred to as the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and federal Assistance Listing CFDA 21.027.

1.4. Third Party Subcontract means a subcontract at any tier entered into by Consultant or any subconsultant or subConsultant, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.

1.5. For purposes of this Exhibit, Consultant shall also mean the Consultant, Subrecipient, Consultant, or other party to the subject Agreement with the County, and may be referred to as such.

1.6. Agreement means that certain Agreement between the County of York ("County") and Consultant, and to which this Exhibit is made a part.

As a condition of the Agreement and of the ARPA funding under this Agreement, Consultant shall comply as follows:

2. GENERAL REQUIREMENTS

2.1. Consultant shall at all times comply with ~~all~~ applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.[1] Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.[2]

[1] Code of Federal Regulations ("CFR"). [2] United States Code ("USC").

1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35.

2.2. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. Consultant shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to County for guidance. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause County to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.

2.3. The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.

2.4. Consultant shall attach and apply all terms and conditions stated herein to all Third Party Subcontracts and shall require that all subConsultants of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subConsultant who will be subject thereto. Provided however, that Consultant shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Consultant not less than 15 days prior to the date of any proposed subcontract. The rejection or approval by the County of any subConsultant or the termination of a subConsultant will not relieve Consultant of any of its responsibilities under the Contract, nor be the basis for additional charges to the County. In no event will the existence of the subcontract operate to release or reduce the liability of Consultant to the County for any breach in the performance of Consultant's duties.Consultant understands and agrees that funds provided under this Contract come from a federal source and agrees to comply with any and all additional applicable terms. In general, federal-specific terms are in italics.

2.5. Consultant shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County.

2.6. Consultant agrees and confirms that it has the institutional, managerial and financial capacity to ensure proper planning, management and completion of the Contract. If, at any time, changes in key personnel assigned or their responsibilities under the activities of the contract, or Consultant believes its capacity is compromised or Consultant otherwise needs any sort of assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Consultant to bring the Contract into compliance.

2.7. Consultant understands and agrees that funds provided under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, the U.S. Department of Treasury's ("Treasury's") regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Words and terms within this Addendum shall be given their ordinary and usual meanings.

3. FURTHER ARPA REQUIREMENTS

3.1. Consultant acknowledges that all or part of this Agreement will be funded with ARPA financial assistance.

3.2. Consultant shall comply with, and shall not cause the County to be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and County's grant assurances related to ARPA funding. Consultant shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.

3.3. Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA funds. Consultant shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. Consultant shall return to County any funds disallowed within ninety days of notification from County to return such funds.

3.4. Any costs, payments, or expenses allowable under the Agreement must be incurred by December 31, 2024. Any funds not timely used must be returned to County.

3.5. In the event of any violation of any ARPA requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.

3.6. Hatch Act. Consultant agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

3.7. Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200). Consultant shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Consultant shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, Consultant selection or rejection, and the basis for the contract price.

3.8. Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. Consultant must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source.

3.9. Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

3.10. If applicable, Consultant shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by Consultant from Agreement-supported activities or funds shall be reported to County, including for direction as to disposition.

3.11. Government expressly disclaims any and all responsibility or liability to Consultant or any third persons for the actions of County, Consultant, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. Consultant acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the County, Consultant, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

3.12. Conflict of Interest. By executing the Agreement, Consultant certifies that is does not know of any fact which constitutes a violation of any conflict of interest law, and agrees to disclose to the County in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). Consultant shall provide all additional information necessary for County to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.

3.13. NONDISCRIMINATION

3.13.1. Consultant (and its sub-grantees, Consultants, subConsultants, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital or familial status, denial of family care leave, or on any other basis prohibited by law, including without limitation by Title VI of the Civil Rights Act of 1964 (42 USC §§ 200d et seq.) and Treasury's implementing regulations at 31 CFR Part 22 (prohibiting discrimination on the basis of race, color, or national origin); the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (prohibiting discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and Treasury's implementing regulations at 31 CFR Part 17 (prohibiting discrimination on the basis of disability); the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23 (prohibiting discrimination on the basis of age); Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.) (prohibiting discrimination in programs, activities, and services on the basis of disability); and the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

3.13.2. Consultant (and its sub-grantees, Consultants, subConsultants, successors, transferees, and assignees) shall ensure that evaluation and treatment of employees and applicants for employment are free from unlawful discrimination and harassment.

3.13.3. Consultant, and all sub-grantees, Consultants, subConsultants, successors, transferees, and assignees, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC 200d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.

3.14. Consultant acknowledges, agrees, and shall comply with the following:

3.14.1. Compliance with Title VI of the Civil Rights Act of 1964, as amended (42 USC 200d et seq.), and as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and all other pertinent executive orders, directives, circulars, policies, memoranda, and guidances.

3.14.2. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" seeks to improve access to federally-assisted programs and activities for individuals who, because of national origin, have

Limited English Proficiency (LEP). Denying a person access to programs, services, and activities because of LEP is a form of prohibited national origin discrimination. Consultant shall initiate reasonable steps, and comply with Treasury directives, to ensure that LEP persons have meaningful access to its programs, services, and activities, which may entail providing language assistance services including oral and written translation when necessary. Reasonable steps for meaningful LEP access is available at 70 CFR 6067 and http://www.lep.gov.

3.14.3. To consider the need for language services for LEP persons when developing and conducting programs, services, and activities.

3.14.4. If any real property, structure, or personal property is acquired, provided, or improved with regard to this Agreement, the provisions herein shall apply for the duration during which the property is owned or possessed by Consultant or used for a purpose for which ARPA funds have been provided or for any other purpose involving the provision of similar services or benefits.

3.14.5. To maintain a complaint log and inform County of any complaint of prohibited discrimination, and of any administrative agency or court's findings of noncompliance with Title VI, including any related information pertaining thereto as requested by County.

3.14.6. To cooperate in any enforcement or compliance review by Treasury as to any condition herein, including cooperation with information requests, on-site compliance reviews, and reporting requirements.

3.14.7. Compliance with the foregoing constitutes a condition of performance and of continued funding, and is binding on Consultant's successors, transferees, and assignees as may be applicable.

3.15. Publications. Any publications (press releases, social media posts, flyers, project signage) produced under this Agreement must display the following: "This project [is being][was] supported, in whole or in part, by federal award number [a*s indicated by County*] awarded to the County of York by the U.S. Department of the Treasury."

3.16. Whistleblower Protections. Consultant shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Consultant shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.

3.17. Increasing Seat Belt Use in the United States. Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

3.18. Reducing Text Messaging While Driving. Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

4. SUBRECIPIENT TERMS (All subawards, funding transfers, and subrecipient agreements, in accordance with 2 CFR 200.331 and as may otherwise be designated in the Agreement)

4.1. All or part of the funding of this Agreement will be with Federal awards. Consultant is designated as a Subrecipient and the federal funds received under this Agreement are designated as a subaward of CSLFRF funds. Funds under this Agreement must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including all compliance and reporting requirements for ARPA funds. All terms of this Agreement shall remain in effect during all times that Subrecipient possesses or has control over ARPA funds, including any program income therefrom.

4.2. Consultant warrants and represents that it has, and shall maintain, the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of the subject project, program, and/or Agreement scope.

4.3. Consultant shall comply with, and administer all activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. Consultant shall maintain a financial management system which ensures control and documentation over the use and distribution of funds hereunder in accordance with the terms and conditions of this Agreement and with generally-accepted accounting principles.

4.4. Consultant shall maintain procedures for obtaining and recording information evidencing eligibility for any receipt or distribution of funds, including by any given beneficiary or lower-tier subrecipient or Consultant.

4.5. Consultant understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c) and that such conflict of interest policy is applicable to each activity using funds under this Agreement.

4.6. Consultant agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement or requested from time to time by the County. Consultant shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation Information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).

4.7. Consultant shall comply with and be responsible for all audit requirements required under federal law (including under 2 CFR Part 200) and as deemed necessary by authorized governmental entities, including Treasury. Pre-, interim, and post-award audits and other measures may be required, as determined by County. All subrecipients (other than for-profit entities) who receive federal funding which taken together total over $750,000 in a single fiscal year are subject to single auditing and other requirements under 2 CFR Part 200, Subpart F. Said subrecipients must have a single or program-specific audit conducted for that fiscal year, as required by and in accordance with the provisions of 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County as soon as it is complete.

4.8. All expenditures of funds under this Agreement shall be reported to the County, as directed and in form indicated by County, including as required by all applicable ARPA requirements. The Consultant shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Consultant's form of doing business.

4.9. Consultant shall maintain all records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained for a period of six (6) years after the last date that all funds have been expended or returned to the County, whichever is later, to ensure proper accounting for all funds and compliance with the Contract. The records, include but are not limited to personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

4.10. Consultant shall permit County, and all designated auditors, access to all records and financial statements as necessary for County to ensure compliance with this Agreement and all federal laws, regulations, and ARPA requirements.

4.11. Consultant shall cooperate with the County and its agents to assess the Consultant's performance under this Contract, including the submission of reports as may be requested by the County from time to time. At the request of the County, the Consultant shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

4.12. Mandatory Disclosures. Consultant must disclose, in a timely manner, in writing to County all violations of Federal criminal law involving fraud, bribery, or gratuity violations. Consultant shall report civil, criminal, and administrative proceedings to SAM, as required by 2 CFP Part 180.

4.13. Consultant shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subConsultants, may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to County. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

4.14. Consultant shall comply with the Privacy Act of 1974 and 2 CFR 200.335 in the collection, maintenance, use and dissemination of any personally identifiable information such as social security numbers, financial and medical information. Consultant will limit the collection, use and access of information about individuals to that which is relevant and necessary to accomplish its purpose, and such data shall be maintained with appropriate administrative, technical and physical safeguards to protect the information.

4.15. Upon the earlier of either the expiration (or termination of this Agreement) or the completion of the project and/or program funded under this Agreement, Consultant shall closeout its use of the funds and its obligations under this Agreement by complying with all closeout requirements under 2 CFR § 200.344. Consultant shall

complete, to County's satisfaction, all final closeout requirements when and as requested by County. Closeout activities shall include, but are not limited to: close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.

4.16. Compliance: Consultant shall take timely and appropriate action on all deficiencies pertaining to the Agreement and use of County-provided funds, as detected through audits, on-site reviews, or as indicated by County. Consultant shall provide written confirmation upon request, highlighting the status of actions planned or taken to address any audit findings or other compliance matters as to the Agreement.

4.17. Consultant agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Consultant's failure, for any reason, to comply with the terms of this Contract. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by the County and if not repaid shall constitute a debt to the County.

4.18. Pursuant to the Trafficking Victims Protection Act of 2000 (TVPA), as amended, subrecipients and their employees (and subConsultants and their employees) may not:

4.18.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

4.18.2. Procure a commercial sex act during the period of time that the award is in effect; or

4.18.3. Use forced labor in the performance of the award or subawards under the award.

4.19. Remedies for Noncompliance. In addition to any other right or remedy arising under the Agreement or in law or equity, County may impose additional special conditions or take additional measures if Consultant fails to comply with any federal law, regulation, or the terms and conditions of this Agreement, fails to meet expected performance goals, or when such measures are otherwise required to comply with federal law and grant funding. Conditions and measures may include:

4.19.1. Withholding cash payments pending correction of the deficiency;

4.19.2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

4.19.3. Disallowing all or part of the cost of the activity or action not in compliance;

4.19.4. Requiring additional or more frequent project status reporting:

4.19.5. Requiring additional, more detailed financial reports;

4.19.6. Requiring additional project monitoring;

4.19.7. Requiring Consultant to obtain technical or management assistance;

4.19.8. Establishing additional prior approvals; and

4.19.9. Wholly or partly suspending or terminating the award.

Federal Award Identification Details and Other Requirements

Federal Assistance Listing Title	*Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)*
Federal Assistance Listing Number	21.027
Award Name	County of York
Federal Agency	United States Department of the Treasury
Federal Award Identification Number (FAIN)	SLFRP2119
Pass-through Entity & Contact	County of York; County Manager Greg Zinser
Federal Award Date	May 21, 2021
R&D	This Agreement is not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401.

5. RECORDS

5.1. Consultant shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices. Consultant shall provide County, Treasury's Office of Inspector General, the Comptroller General of the United States, and the Government Accountability Office, and any of their authorized representatives, access to and the right to examine and copy, all such books, documents, papers, records, accounts, and other documents and sources of information (electronic and otherwise), and shall permit access to facilities, personnel, and other individuals and information as may be necessary or as required by federal regulations and other applicable laws or program guidance, for the purposes of making audits, examinations, investigations, excerpts, and transcriptions pertinent to this Agreement and as may be needed for County to meet its ARPA and federal requirements. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide access to construction or other work sites relating to any Agreement work.

5.2. Consultant agrees to maintain all records that are pertinent to this Agreement, including financial, statistical, property, and participant books, records, accounts, reports, and supporting documentation, for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and closeouts (including return of any remaining

funding) are completed, except that in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Consultant shall maintain same until the County, Treasury, or the Comptroller General (or any of their authorized representatives), have disposed of all such litigation, appeals, claims, or exceptions related thereto. Consultant shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Consultant elects to dispose of said documents following the mandatory retention period.

6. DEBARMENT AND SUSPENSION

6.1. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000, and is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. As such, Consultant is required to verify that none of Consultant's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM).

6.2. Consultant must comply with 2 CFR Part 180, subpart C, 2 CFR Part 3000, subpart C, and Treasury's implementing regulation at 31 CFR Part 19, and shall include 1. a term or condition that the funding is subject to, and 2. a requirement to comply with these regulations, in any lower tier covered transaction it enters into.

6.3. Consultant represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Consultant agrees that neither Consultant nor any of its third party subConsultants shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180. Unless exempt, Consultant must maintain current information in the SAM, consistent with 2 CFR Part 25.

6.4. This certification is a material representation of fact relied upon by County. If it is later determined that Consultant did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

6.5. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.6. Consultant agrees to the provisions of Exhibit 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered

Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit 1, Consultant is the "prospective lower tier participant."

7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (all construction contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the Consultant agrees as follows:

7.1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant 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.

7.2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

7.3. The Consultant 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 Consultant's legal duty to furnish information.

7.4. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.5. The Consultant 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.

7.6. The Consultant 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.

7.7. In the event of the Consultant'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 Consultant 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 Contract Provisions Guide 12 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.

7.8. The Consultant 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 subConsultant or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subConsultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subConsultants 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 Consultant 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 Consultants and subConsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS (all contracts in excess of $100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

Consultant and all subConsultants shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Consultant and all subConsultants shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Consultant or subConsultant 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 Consultant and any subConsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subConsultant shall be liable to the United States 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.

(3) Withholding for unpaid wages and liquidated damages. The County 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 Consultant or subConsultant under any such contract or any other federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subConsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Consultant (and all subConsultants) shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subConsultant or lower tier subConsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

29 CFR 5.5(a)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each

classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its subConsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant under this contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant or any subConsultant the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Treasury if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Consultant is responsible for the submission of copies of payrolls by all subConsultants. Consultants and subConsultants shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Treasury if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant to require a subConsultant to provide addresses and social security numbers to the prime Consultant for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Consultant or subConsultant or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant or subConsultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Consultant or subConsultant shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant or subConsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* -

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or subConsultant's registered

program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The Consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The Consultant and all subConsultants shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the County may by appropriate instructions require, and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subConsultant or lower tier subConsultant with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Consultant and a subConsultant as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subConsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DavisBacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

(1) The Consultant or subConsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the

completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Consultant or subConsultant for inspection, copying, or transcription by authorized representatives of the Government, and the Consultant or subConsultant will permit such representatives to interview employees during working hours on the job.

9. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

9.1. Consultant agrees that County and Government do reserve, are granted, and shall otherwise have, jointly and severally, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

9.1.1. The copyright in any work developed with the assistance of funds provided under this Agreement;

9.1.2. Any rights of copyright to which Consultant purchases ownership with the assistance of funds provided under this Agreement.

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

10. CLEAN AIR AND WATER POLLUTION REQUIREMENTS (all contracts and subcontracts in excess of $150,000) : Clean Air Act: Consultant 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. (42 USC 7401-7671q). Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with funds under this Agreement.
Federal Water Pollution Control Act: Consultant 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. (33 USC 1251-1388). Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office. Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with funds under this Agreement.

11. TERMINATION FOR CONVENIENCE OF COUNTY (all contracts in excess of $10,000)

See the Termination Article in the Agreement.

12. TERMINATION FOR CAUSE/DEFAULT (all contracts in excess of $10,000)

Consultant's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

See the Termination Article in the Agreement.

13. CHANGES

See the Changes Article in the Agreement.

14. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of $100,000)

14.1. Consultant, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of 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 federal awarding agency.

14.2. Consultant shall file the required certification, Exhibit 2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of $100,000.

15. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

If subcontracts are to be let, Consultant, as prime Consultant, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

16. PROCUREMENT OF RECOVERED MATERIALS

16.1. Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16.2. In the performance of this Agreement, the Consultant 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.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *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 Consultant and its subConsultants may not use grant, cooperative agreement, loan, or loan guarantee funds under this Agreement 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 Consultants from providing—

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

(ii) 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: (i) 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.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement*.

(1) In the event Consultant 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 Consultant is notified of such by a subConsultant at any tier or by any other source, Consultant 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) Consultant 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 Consultant 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*. Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

19. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

21. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT (only prime construction, repair, or alteration contracts in excess of $2,000 if required by federal funding program)

a. Compliance with the Davis –Bacon Act: If applicable to this contract, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Consultants 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. In addition, Consultants must be required to pay wages not less than once a week.

b. Compliance with the Copeland "Anti-Kickback" Act (required for all construction contracts over $2,000 where Davis-Bacon requirements also apply): The Consultant agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

22. BONDS (all construction or facility improvement contracts, or any subcontracts thereof, exceeding $250,000). As required by 2 CFR § 200.326, for construction or facility improvement contracts or subcontracts exceeding the Federal Simplified Acquisition Threshold, the minimum requirements must be followed:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. ***The*** "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the Consultant for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Consultant's requirements under such contract.

(c) A payment bond on the part of the Consultant for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

23. Independent Consultant and Indemnification: In providing services under this Contract, the Consultant is an independent Consultant, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The parties intend that an independent Consultant relationship shall be created by this Contract. The Consultant shall not make any claim of right, privilege or benefit which would accrue to an employee.The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Consultant, its employees, and/or others by reason of this Contract. The Consultant shall protect, indemnify~~, defend~~ and save harmless the County, its officers, ~~agents,~~ and employees from and against ~~any and all claims,~~ costs, and/or losses ~~whatsoever~~ occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Consultant of work, services, materials, or supplies by Consultant employees or other suppliers in connection with or support of the performance of this Contract. If, for any reason, the Consultant's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Consultant shall notify the County immediately of such condition in writing. The Consultant and SubConsultant(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract. To the maximum extent permitted by law, Consultant shall, at its cost and expense, protect, ~~defend,~~ indemnify and hold harmless the County, its directors, officers, employees, ~~and agents,~~ from and against ~~any and all demands,~~ liabilities, ~~causes of action,~~ costs and expenses (including reasonable attorney's fees), ~~claims, judgments,~~ or

awards of damages, ~~arising out of or in any way resulting~~ to the extent caused by the professional negligence, and/or from the acts or omissions of Consultant, its directors, officers, employees, or agents, relating ~~in any way~~ to the Consultant's performance or nonperformance under the Contract. These indemnification obligations shall survive the termination of the Contract.

24. APPLICABLE LAW AND VENUE: This Contract shall be construed and interpreted in accordance with the laws of the State of Maine. The venue for any action hereunder shall be in York County, Maine. Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

Exhibit 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Consultant receiving Federal funds, as well as any subConsultants that the agency or Consultant enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, the County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Consultant is required to sign the certification below which specifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Consultant will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Consultant that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Consultant certifies 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. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

_____
Name (Printed)

_____ _____
Title Organization Name

_____ _____
Signature Date:

Exhibit 2

APPENDIX A, 31 CFR PART 21 –CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant 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.

_____
Name (Printed)

_____ _____
Title Organization Name

_____ _____
Signature Date: