

September 21, 2020

Jeff McBride, PE
Vice President, Land Development
Dibble Engineering
7878 North 16th Street
Suite 300
Phoenix, Arizona 85020

RE: COVID Mitigation Upgrades at Guadalupe Town Hall

Mr. McBride,

In conjunction with your proposal to provide Engineering Design Services for the COVID Mitigation Upgrades at Guadalupe Town Hall which is funded with Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020, Dibble Engineering will be required to comply with Federal regulations related to those funds.

The Federal Regulation **2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** applies to this proposal and will apply to the construction contract for the actual work. That will include procurement standards, competition and bonding requirements.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards requires specific language be included in all contracts using Federal funds. Attached to this Proposal Addendum are the required provisions. By attaching those provisions, they are to be considered a part of this proposal and will require compliance with the provisions.

Please indicate your acceptance by signing and dating below. The return of this signed document, in conjunction with the Proposal, will serve as your notice to proceed with this project.

Dibble Engineering

Town of Guadalupe



(signature)

Jeffrey L. McBride
Vice President

(Printed Name / Title)

9/23/2020

(Date)

(signature)

(Printed Name / Title)

(Date)

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. DEFAULT/REMEDIES:

Applicable to all contracts.

(1) In the event of any default or breach of this Contract or any of its terms or conditions by the CONTRACTOR, the CONTRACTOR will, upon written notice from the TOWN, proceed immediately to cure or remedy such default or breach. If action to cure or remedy the default or breach is not taken immediately or not diligently pursued, or the default or breach is not cured or remedied within thirty (30) days after receipt of the TOWN's notice, the TOWN may, without notice, take one or more of the following actions:

- (i) Withhold disbursement or any portion thereof until such default or breach is cured;
- (ii) Terminate this Contract;
- (iii) Institute any and all other remedies available at law or in equity.

(2) In the event this Contract is terminated by the TOWN in accordance with subsection (a) above, in addition to the requirements of Section 8 hereof, all equipment and other property, and all finished or unfinished documents, data, studies, and reports purchased or prepared by the CONTRACTOR under this Contract will be transferred, disbursed, assigned, or conveyed in accordance with the TOWN's written instructions.

(c) Failure of the TOWN to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which the TOWN is entitled hereunder will not constitute a waiver thereof and will not diminish the obligations under this Contract. No waiver of any of the provisions of this Contract will be effective unless it is expressly stated to be such and signed by both the TOWN and CONTRACTOR.

2. TERMINATION for CAUSE and for CONVENIENCE:

Applicable to all contracts.

(1) The TOWN may terminate this contract in whole, or from time to time in part, for the TOWN's convenience or the failure of the CONTRACTOR to fulfill the contract obligations (cause/default). The TOWN will terminate by delivering to the CONTRACTOR a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR will: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the TOWN all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(2) If the termination is for the convenience of the TOWN, the TOWN will be liable only for payment for services rendered before the effective date of the termination.

(3) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the contract (cause/default), the TOWN may (a) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by the TOWN, any work described in the Notice of Termination; (b) take over the work and prosecute the same to completion by contract or otherwise, and the CONTRACTOR will be liable for any additional cost incurred by the TOWN; and (c) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the TOWN by the CONTRACTOR. In the event of termination for cause/default, the TOWN will be liable to the CONTRACTOR for reasonable costs incurred by the CONTRACTOR before the effective date of the termination. Any dispute will be decided by the Contracting Officer.

3. EQUAL OPPORTUNITY – FEDERAL REQUIREMENTS:

Applicable to all contracts. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. DAVIS-BACON ACT:

Applicable to all construction contracts. The CONTRACTOR will comply with the requirements of the Davis-Bacon Act, as amended (40 USC 3141-3148), to include payment of wages as outlined in **Exhibit G** attached hereto and incorporated herein by this reference, and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708). However, these provisions will not apply to residential property rehabilitation unless such property contains eight (8) units or more.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Applicable to all construction contracts. All contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

Applicable to all contracts involving experimental, developmental, or research work. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. DEBARMENT AND SUSPENSION:

Applicable to all contracts. The CONTRACTOR hereby certifies, to the best of his or her knowledge and belief, that no parties to this contract have been listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Applicable to all contracts in excess of \$150,000. The CONTRACTOR will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the TOWN, and the San Francisco Regional Office of the Environmental Protection CONTRACTOR (EPA).

9. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1351):

Applicable to all contracts in excess of \$100,000. The CONTRACTOR hereby 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 CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any CONTRACTOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

(2) Each CONTRACTOR tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any CONTRACTOR, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

(3) 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 CONTRACTOR, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. PROCUREMENT OF RECOVERED MATERIALS:

Applicable to all contracts involving the purchase of \$10,000 or an item.

(1) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the CONTRACTOR will procure items designated in guidelines of the Environmental Protection CONTRACTOR (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The CONTRACTOR will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the CONTRACTOR determines that such items: (a) are not reasonably available in a reasonable time period; (b) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (c) are only available at an unreasonable price.

(2) Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the

CONTRACTOR purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the CONTRACTOR: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal CONTRACTOR or a State CONTRACTOR or CONTRACTOR of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.