

# Copy

# Statement of Qualifications

**Environmental  
Services – RFQ No.  
S12-0626**

**City of Wilmington**

June 25, 2026



Prepared by:

**Geosyntec**  
consultants

Geosyntec Consultants of NC, P.C.

Kaitlyn Rhonehouse, PE  
Geosyntec Consultants of NC, P.C.  
414 Chestnut St Unit 102  
Wilmington, North Carolina 28401

Prepared for:

**WILMINGTON**  
CITY OF  
NORTH CAROLINA

City of Wilmington  
Attention: Daryle L. Parker, Purchasing Manager  
929 North Front Street, 10th Floor  
Wilmington, North Carolina 28401

## INTRODUCTION: COVER LETTER/LETTER OF INTEREST

Daryle L. Parker, Purchasing Manager  
City of Wilmington  
929 North Front Street, 10th Floor  
Wilmington, North Carolina 28401

June 25, 2026

**Subject: Response to City of Wilmington Request for Qualifications (RFQ) Environmental Services RFQ No. S12-0626**

Dear Mr. Parker,

Geosyntec Consultants of NC, P.C. (Geosyntec) is pleased to submit this Statement of Qualifications (SOQ) to the City of Wilmington (City) for Environmental Engineering Services for the Flemington Landfill Brownfields Property (aka nCino Sports Park or “site”), as outlined in RFQ No. S12-0626.

Our team is excited about the opportunity to continue our relationship with the City by supporting the safe operation of the nCino Sports Park. Geosyntec has provided engineering, redevelopment, and regulatory support to the City at this site since 2019. Kaitlyn Rhonehouse (Geosyntec’s Contact Person; information listed below) is the current Engineer of Record for the landfill gas collection venting and soil cover system (herein described as “the System”) at the site. Our team has designed, provided construction oversight, and completed Operations, Maintenance, and Monitoring (OM&M) for the System.

Geosyntec is currently listed as one of two firms considered to be qualified to perform assessments and corrective action on methane-impacted sites and landfills under the North Carolina Department of Environmental Quality’s (NCDEQ’s) Brownfields Redevelopment Section (BRS). The project team

has provided the City with BRS-related engineering and regulatory support for over six years. This team has successfully maintained program compliance and negotiated reductions in sampling scopes during a complex site redevelopment process. Besides the local team, Geosyntec has over 30 BRS-experienced staff in our four North Carolina offices. As demonstrated in our submittal, we believe we have the expertise and on-site experience to meet your needs and maintain project consistency.



Kaitlyn Rhonehouse and other Urban Land Institute (ULI) Coastal Committee Members organized a panel at nCino Sports Park to discuss sports as an economic driver with the community

Geosyntec’s downtown office is located less than five miles from the park, allowing us to provide cost-effective routine site visits and timely alarm response. Our engineers and

geologists know the System and will not need to perform extensive file reviews or spend extra time on-site to learn the System design, location of System components, or maintenance and monitoring protocols. In addition to our team's ability to meet the needs detailed in this Environmental Services RFQ, our deep understanding of the site and relationship with BRS make us a strong candidate to support any future redevelopment at the site.

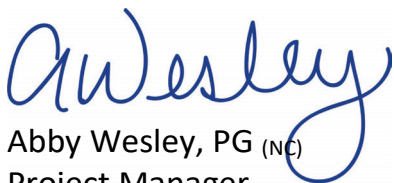
Geosyntec is committed to helping the City realize its vision through responsive, strategic, and technically sound environmental engineering services. We certify that this SOQ shall remain valid for a period of not less than 90 calendar days from the date of submittal. We look forward to the opportunity to serve as a trusted partner and to help the City achieve its immediate and long-term objectives.

We have attached **Appendix A: Required Forms**, including the Responder's Certification and Attachments A–D, and **Appendix B: Contract Exceptions**. If you have any questions during your evaluation of our SOQ, please do not hesitate to contact Kaitlyn Rhonehouse.

|         | Organization                                                  | Contact Person                               |
|---------|---------------------------------------------------------------|----------------------------------------------|
| Name    | Geosyntec Consultants of NC, P.C.                             | Kaitlyn Rhonehouse, Senior Services Director |
| Address | 414 Chestnut St, Unit 102<br>Wilmington, North Carolina 28401 |                                              |
| Phone   | 1+ 910-372-6400                                               | 1 + 910-372-6402                             |

Sincerely,

Geosyntec Consultants of NC, P.C.



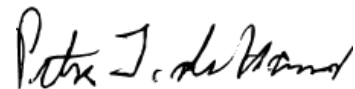
Abby Wesley, PG (NC)  
Project Manager  
+1 910-372-6407

[Abby.Wesley@Geosyntec.com](mailto:Abby.Wesley@Geosyntec.com)



Kaitlyn Rhonehouse, PE (NC)  
Project Director  
+1 910-372-6402

[KRhonehouse@Geosyntec.com](mailto:KRhonehouse@Geosyntec.com)

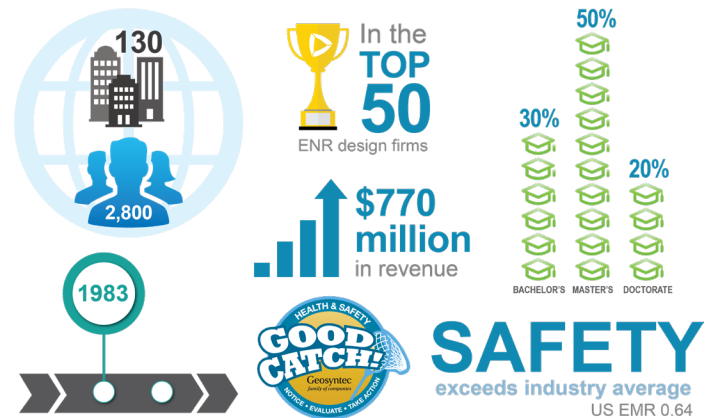


Peter de Haven, PE (NC)  
President/Director and  
Authorized Representative  
+1 919-424-1834

[PdeHaven@Geosyntec.com](mailto:PdeHaven@Geosyntec.com)

## STATEMENT OF QUALIFICATIONS AND AVAILABILITY

**Our History.** Since our incorporation in 1983, Geosyntec has provided consulting and engineering solutions for public- and private-sector clients, helping them address new ventures and complex challenges related to the environment, natural resources, and civil infrastructure. Over the decades, our business has grown by combining and leveraging expertise in civil engineering, environmental science, water resources, construction management, and other professional services to meet our clients’ evolving needs. We are recognized nationally and internationally for our technology leadership, broad experience, and exceptional client service, which have become hallmarks of our practice.



With a combined staff exceeding 2,800 engineers, scientists, and related technical and project support personnel, we serve our clients from more than 130 offices across the United States (US), Canada, the United Kingdom, Ireland, Sweden, Spain, Finland, the United Arab Emirates, Saudi Arabia, and Australia. Most of Geosyntec’s staff hold advanced degrees and bring extensive experience in designing and implementing complex technical, scientific, and financial solutions for a wide range of industries and communities. Our multidisciplinary teams are equipped to tackle projects of any scale, from local site assessments to international infrastructure initiatives. Our local “boots on the ground” team have extensive experience at the site and are prepared to provide efficient and cost-effective OM&M and emergency support, as needed.

Geosyntec recognizes the **complex environmental challenges** that municipalities face, especially amid urban expansion. Our clients rely on our experienced professionals to deliver **high-quality engineering solutions**.

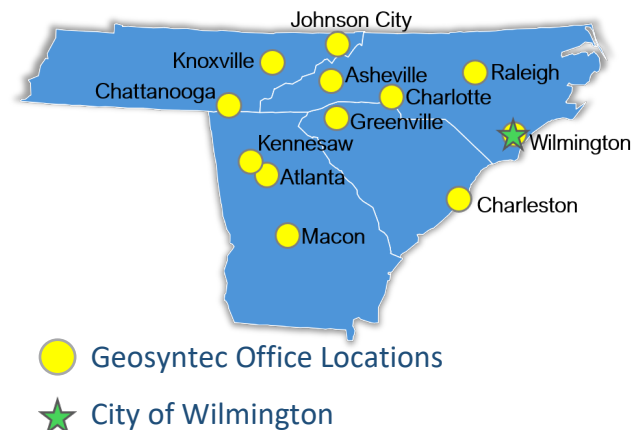
**Our Municipal Experience.** Geosyntec has supported more than 1,000 municipalities across the US, including 45 in North Carolina. We understand the realities of local government—strict accountability, limited budgets, tight deadlines, and a diverse range of stakeholders. Our team routinely provides environmental consulting, natural resources management, engineering design, and construction management services to North Carolina municipalities, helping clients address today’s environmental challenges.

Our professionals deliver practical solutions that meet management objectives and resolve site-specific technical challenges. We can expedite projects to address urgent concerns or phase work to align with annual capital improvement budgets. We have also helped clients secure grants to fund critical projects, supporting long-term community goals. Geosyntec is well-versed in local contracting and reporting requirements, and we regularly help clients achieve management goals, including partnering with women- and minority-owned business enterprises (W/MBE). Additionally, we support public relations by communicating technical information in clear, everyday language and facilitating public meetings that promote understanding and collaboration among stakeholders. Our

commitment to partnership and transparency equips our clients in making informed decisions and achieving successful project outcomes.

**Our Local Presence.** Geosyntec maintains a strong presence in North Carolina, with over 75 total staff from four offices, including 10 professionals in our Wilmington office, which has been strongly entrenched in local projects (including the site), for over 8 years. We also regularly collaborate staff from our offices in Tennessee, South Carolina, Georgia and other states to bring additional specialized expertise to our projects on an as-needed basis. Our success is built on this robust regional footprint, the technical excellence of our staff, and their shared commitment to delivering exceptional service for our clients.

Our Wilmington office, located in downtown Wilmington, serves as the primary hub for this contract, offering a full range of services including environmental consulting, brownfields redevelopment, groundwater investigation, compliance assistance, vapor intrusion assessment and mitigation, and project management. Geosyntec’s project delivery model is built around multidisciplinary teams led by experienced project managers and technical specialists, supported by regional and national resources as needed. Our organizational structure enables us to scale resources and expertise to meet the specific needs of each client and project. Our local staff’s primary areas of expertise are well aligned with the scope of services listed under this contract. Combined with our knowledge about the City’s mission and vision to manage growth and infrastructure, and our extensive experience working with this and other North Carolina municipalities to manage similar growth issues, we believe we are well-suited to execute this contract. A table outlining the project team’s location, experience, and availability is provided below.



*Geosyntec has four North Carolina offices. Through our combined local presence and other area experts, we will use the necessary resources to deliver efficient and effective projects to the City.*

## 1. Qualifications for the Scope of Services

### Quarterly Operation, Maintenance, and Monitoring Screening

Geosyntec has completed each of the three initial monthly and five quarterly OM&M screening events at the site since receiving occupancy approval from BRS in fall of 2024. Geosyntec was also the author of the OM&M Plan for the System at the site. Geosyntec has comprehensive knowledge of the OM&M requirements and screening procedures for the System at the site, which entails inspections and screening of the gas collection venting system (GCVS), methane mitigation system (MM), and soil cover systems. This work consists of visual inspections of the System; measuring landfill gas (LFG) concentrations directly from the GCVS above-grade vents, below the vents (at breathing height), in the building crawl space, and in enclosed areas; and calibrating the BRS-required methane sensors in the structures. Visual inspection of the System helps maintain the minimum soil cover at the site and address missing or broken system components. Landfill gas concentration screenings around the Site help assess the functionality of the System. The GCVS above-grade vents are designed to collect



*Above-grade vent at the nCino Sports Park*

landfill gas from waste remaining in the subsurface and vent the gas away from the breathing space. Landfill gas screening at breathing height below the GCVS above-grade vents demonstrates that the air recreators are exposed to does not contain elevated landfill gas constituents. Screening and maintenance of the MM system components (e.g., building crawl space screening conduits, subsurface vapor intrusion mitigation system [VIMS] piping, methane sensors) ensures that landfill gas does not build up in enclosed spaces at the site. Geosyntec has worked with the

contractors who installed the methane sensors and, as the Engineer of Record, we instinctively understand how the sensors are married to the site's telemetry alarm system. The methane sensors require annual calibration per the manufacturer's specifications; Geosyntec is capable of calibrating the sensors during OM&M activities and has also worked with the installation subcontractor to calibrate the sensors during past events. These OM&M requirements work in concert to maintain the System's efficacy and keep recreators safe. Geosyntec's understanding of the System's OM&M scope of work and procedures, as authors of the OM&M Plan, is bolstered by our robust understanding of the System components and their design-basis and functionality. Therefore, Geosyntec has the ability to seamlessly continue to conduct the OM&M activities and appropriately and efficiently problem solve if unexpected conditions arise during OM&M.

Beyond our direct experience on the site, Geosyntec has designed and overseen installation of over 20 BRS-approved VIMS, including at landfills and for landfill gas. Geosyntec currently completes OM&M screening events for over 15 BRS sites in North Carolina. Because of our expertise in vapor intrusion and landfill gas assessment and mitigation, BRS previously informed Geosyntec we are currently listed as one of two firms considered to be qualified to perform assessments and corrective action on methane-impacted sites and landfills under BRS. BRS has indicated that it is currently requiring that consultants working on methane sites be reviewed and approved prior to performing assessment, mitigation, or OM&M activities, therefore, this is a critical qualification for this contract.

### **Annual Irrigation Well Sampling**

Geosyntec identified the land use restriction requirement in the existing Brownfields Agreement (BFA) for semi-annual irrigation well sampling. Based on historical groundwater sample results, Geosyntec successfully negotiated a reduction in irrigation well sampling from semi-annually to annually with BRS; realizing long-term cost savings for the City. Geosyntec has completed the irrigation well sampling to date and is familiar with the specific well sampling procedures for the irrigation well.

### **Annual Reporting to NCDEQ's Brownfields Redevelopment Section (BRS)**

Geosyntec staff have worked on over 40 brownfields sites within the NCDEQ BRS, most of which require ongoing compliance or monitoring. Our staff, including members of this project team, participated as stakeholders to support the development of the BRS Program in the late 1990s and periodic regulatory and guidance updates, including substantial program changes that are being implemented this year. Therefore, we have a deep understanding of the NCDEQ BRS intent and

expectations and implement that understanding to prioritize and economize our clients' needs. We have provided vapor intrusion (VI) assessment and VIMS design and installation training to NCDEQ staff and co-presented with BRS staff on an associated VIMS topic at the annual 2025 United States Environmental Protection Agency (US EPA) Brownfields Conference in Chicago, Illinois in August 2025. We routinely interact with multiple departments including the NCDEQ Pre-Regulatory Landfill Program (PRLF) to align regulatory strategy to support redevelopment. Through this experience, we have developed trusted relationships with BRS and other NCDEQ staff to expedite reviews and approvals. This experience gives us the ability to provide focused assessments and redevelopment strategies to meet regulatory and business needs, which often provide substantial cost and schedule savings.

The project team has provided the City with BRS-related regulatory support since 2019. This team has successfully maintained program compliance throughout the redevelopment process, which included the timely preparation and submittal of the following deliverables:

- Environmental Management Plan (EMP)
- Gas Collection Venting and Soil Cover System Design
- Pre-Occupancy Screening Work Plan
- Phase 1 Occupancy Request Soil Cover System Repair and GCVS Construction Completion Status
- GCVS Construction Completion and Pre-Occupancy Screening Report
- EMP Redevelopment Summary Report
- Sports Complex Main Building Occupancy Request Letter
- GCVS and MM Post-Occupancy Landfill Gas Screening Results (2024 and 2025)
- GCVS, MM, and Soil Cover Systems OM&M Plan

Geosyntec is currently preparing the GCVS, MM, and Soil Cover Systems OM&M 2026 Annual Report for the first two quarters of 2026 and assisting with revising the BFA.

### **Assistance With the Annual Land Use Restriction Update (LURU)**

The LURU is an annual BRS-required document that confirms that the land use restrictions (LURs) established in the BFA have been followed for the year. Given Geosyntec's extensive experience with NCDEQ BRS, Geosyntec is prepared to assist with the LURU and any other BRS-related documentation. Geosyntec has assisted the City with their LURU for the site during redevelopment, including addressing complicated and non-applicable legacy LURs. Because of Geosyntec's assistance with the LURU for 2024, we identified that the City needed to complete groundwater sampling for the irrigation well that provides water to the site, which is the irrigation well sampling scope item listed above. We are currently assisting with revising the BFA to provide appropriate LURs for the current site use.

## **Response Efforts Associated with Methane System Alarm Trouble**

Geosyntec designed and oversaw installation of the System at the site. The MM and associated sensors and alarms are included in the System, and Geosyntec oversaw the installation and calibration of the sensors and system during annual calibration as described in the OM&M Plan. Rapid response to MM alarms is required by BRS. Alarms have occurred due to weather events, loss of power, and calibration. No alarms have occurred to date associated with the presence of methane. Through our role as Engineer of Record, the project team has responded to multiple alarms on-site. During these instances, Geosyntec successfully identified the reason for an alarm and either notified the proper personnel or re-calibrated the sensor to resolve the alarm, resulting in uninterrupted occupancy of the site. Geosyntec has developed relationships with sensor specialists and can help ensure timely calibration is conducted to avoid future alarm issues.

## **Other Permit Compliance Needs as Required by AHJ**

Permitting and compliance is often the bottleneck of efficient project delivery due to the unpredictability of agency review timelines and acceptance. Our team's approach to permitting and compliance is rooted in early agency engagement, strategic foresight, and a deep understanding of the state regulations. Geosyntec understands that the primary authority having jurisdiction (AHJ) for the site and scope of work described herein is NCDEQ BRS. Our close relationship with BRS led to several successful negotiations with NCDEQ during site redevelopment and subsequent OM&M that have allowed the City schedule flexibility and cost-relief. Examples of these Geosyntec-led successes include:

- BRS approval to waive the final grade sampling (i.e., site-wide soil sampling) requirement based on import soil data and construction oversight
- BRS approval to implement the existing construction EMP for storm-related repairs instead of requiring development of a new, scope-specific plan (as typically required)
- BRS approved solutions to maintain occupancy at the site during storm-related repairs when portions of the MM system were damaged due to inclement weather
- Negotiated timing of OM&M scope items, including Q4 2025 screening and annual irrigation well sampling, to work with the City's budget schedule

Geosyntec also maintains a strong relationship with NCDEQ as a whole; including other AHJ divisions and departments such as PRLF. Our relationship with NCDEQ provides an advantage for future redevelopment plans, including paving, playing field expansion, and addition of new buildings.

## **2. Our Team's Availability and Commitment to Undertake Assigned Tasks**

Provided below is a detailed breakdown of our current estimated availability and technical experience of key professional staff to participate in work assignments under this contract. Staffing selection is based on qualifications, location, and availability, and we closely manage workloads to maintain our overall capacity to serve this contract and promote high productivity and work-product excellence. Our managers meet weekly to review regionwide staffing needs and load-level resources, confirming that clients' project needs are prioritized and adequately staffed. With the support of our senior



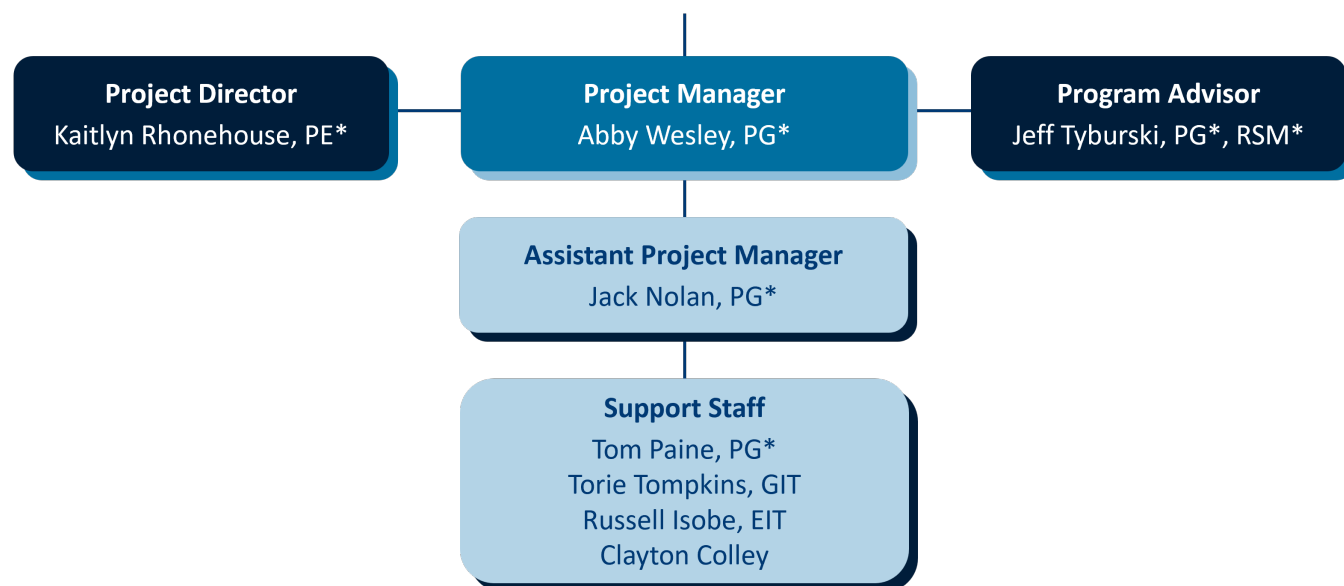
management in Geosyntec's Wilmington office, we are confident that future work assignments undertaken under this contract can be sufficiently staffed with necessary resources. The table below outlines responsibilities, office locations, and years of experience with Geosyntec for project team members for the scopes of services included under this contract. Brief biographies on their expertise are provided in Key Staff Summaries below.

**Table 1. Geosyntec Project Team’s Availability and Experience**

| Team Member        | Office Location | Years of Total Experience | Projected Availability | Technical Experience     |                                 |                                 |                                                               |                                                  |
|--------------------|-----------------|---------------------------|------------------------|--------------------------|---------------------------------|---------------------------------|---------------------------------------------------------------|--------------------------------------------------|
|                    |                 |                           |                        | Quarterly OM&M Screening | Annual Irrigation Well Sampling | Annual Reporting to NCDEQ’s BRS | Response Efforts Associated with Methane System Alarm Trouble | Other Permit Compliance Needs as Required by AHJ |
| Kaitlyn Rhonehouse | Wilmington, NC  | 20                        | 30%                    | ✓                        |                                 | ✓                               | ✓                                                             | ✓                                                |
| Abby Wesley        | Wilmington, NC  | 7                         | 50%                    | ✓                        | ✓                               | ✓                               | ✓                                                             | ✓                                                |
| Jack Nolan         | Wilmington, NC  | 6                         | 50%                    | ✓                        | ✓                               | ✓                               | ✓                                                             | ✓                                                |
| Jeff Tyburski      | Raleigh, NC     | 38                        | 25%                    |                          |                                 | ✓                               |                                                               | ✓                                                |
| Tom Paine          | Wilmington, NC  | 6                         | 40%                    | ✓                        | ✓                               | ✓                               | ✓                                                             | ✓                                                |
| Torie Tompkins     | Wilmington, NC  | 5                         | 50%                    | ✓                        | ✓                               | ✓                               | ✓                                                             | ✓                                                |
| Russell Isobe      | Wilmington, NC  | 7                         | 30%                    | ✓                        | ✓                               |                                 |                                                               |                                                  |
| Clayton Colley     | Wilmington, NC  | 2                         | 30%                    | ✓                        | ✓                               |                                 |                                                               |                                                  |

## TEAM ORGANIZATION/EXPERIENCE AND CERTIFICATIONS

Our team possesses a deep level of experience and the skills required to undertake the range of work elements described in the RFQ and exceed the City’s expectations. An organizational chart and biographies for each of the key team members are provided below. With more than 2,800 employees globally within Geosyntec, our team will be supported by an experienced and talented group of professionals with specialized expertise in the various areas required by this project.



\* Licensed in North Carolina

### 1. Key Personnel



#### Abby Wesley, PG (NC) | Project Manager

Abby Wesley is a North Carolina-licensed Geologist with experience in environmental due diligence, assessment and remediation of contaminated media such as soil, groundwater, and soil vapor, VIMS construction oversight and OM&M, and brownfields redevelopment. She has prepared Phase I ESAs for numerous properties, including those enrolled in the NCDEQ BRS and those comprising portfolio transactions. Abby has served as project manager for over 10 sites under NCDEQ BRS in various stages of assessment and redevelopment, including serving as project manager for the nCino Sports Park project during redevelopment and post-occupancy OM&M to date. Abby has worked on the nCino Sports park site since joining Geosyntec in 2021. She has specific experience managing BRS projects for sites previously used as non-regulated/pre-regulatory landfills (e.g., Almont Shipping II, Flemington Landfill) and has successfully worked on the recordation of numerous BFAs. Abby also has experience in water quality monitoring for NCDEQ-regulated landfills that are managed outside of BRS and managing NCDEQ contracts to monitor petroleum release incidents.

**Kaitlyn Rhonehouse, PE (NC) | Project Director**

Kaitlyn Rhonehouse is an Environmental Engineer with over 20 years of experience as an environmental consultant on projects involving the assessment and remediation of contaminated soil, soil vapor, and groundwater. Her professional experience and responsibilities include environmental site assessments, estimation of costs to address certain environmental findings, evaluation of compliance with environmental regulations, permitting assistance, brownfields negotiations and redevelopment, and vapor intrusion assessment and mitigation. In her practice, she has worked with federal, state, and local government entities and former landfills. Kaitlyn started and oversees Geosyntec's Wilmington office operations. She is the Project Director for numerous local brownfields sites, many of which have VIMS. She is the Engineer of Record for the nCino Sports Park landfill GCVS as well as dozens throughout North Carolina and the country.

**Jack Nolan, PG (NC) | Assistant Project Manager**

Jack Nolan is a North Carolina-licensed Geologist with experience in environmental assessments and VIMS design, VIMS construction oversight, and long-term VIMS operations. Jack has led Phase II ESAs and is experienced in soil, groundwater, and soil vapor sampling, and system OM&M. Mr. Nolan also frequently works with multi-faceted project teams of environmental practitioners, general contractors, and developers to consult on the safe redevelopment of North Carolina BRS sites, many of which are landfill sites. Key BRS sites that Jack has worked on include the nCino Sports Park, Metropolitan at the Riverwalk, BASF Facility Pender County, Arrive Hotel in Wilmington, Hanover Center, and PCS Nitrogen. Jack has experience designing and overseeing the construction of VIMS, has led internal training for construction oversight of VIMS, was the primary author of the nCino OM&M plan, and field lead for the OM&M. Jack is well positioned to back up Abby in client discussion if she is unavailable.

**Jeff Tyburski, PG (NC), RSM (NC) | Program Advisor**

Jeff Tyburski is a Senior Principal with over 38 years of experience in environmental site investigation and remediation, including 34 years in North Carolina. He is a North Carolina-licensed Professional Geologist and Registered Site Manager (RSM) specializing in environmental due diligence investigations and brownfields urban infill redevelopment. Jeff works with both private- and public-sector clients. He has managed NCDEQ contracts to investigate and prioritize Superfund sites in North Carolina and assess petroleum releases at US Marine Corps bases. In the 1990s, he assisted NCDEQ in developing regulations and guidance for the NCDEQ Dry-Cleaning Solvent Cleanup Act and BRS Programs and still maintains a stakeholder advisory role for BRS. Jeff served on the Town of Apex Planning Board from August 1998 to January 2003 and contributed to updating Apex's Unified Development Ordinance in 2000. His roles have given him insight into trends supporting municipal urban infill initiatives. He has extensive experience managing multi-regulatory program projects and has worked with NCDEQ's Underground Storage Tank, Solid Waste Section, and Pre-Regulatory Landfill Programs. Key municipal projects include City of Wilmington nCino Sports Park, the City of Raleigh Convention Center, Union Station, Downtown Remote Operations, Dorothea Dix Rocky Branch Enhancement Project, Stormwater On-Call and Wilders Grove projects, City of Durham South Ellerbe Creek Stormwater Restoration and Parks Amenity Project, City of Burlington Tarheel Army Missile Plant, City of High Point Rockers baseball stadium, and the City of Durham East End Longmeadow Park projects. Jeff has worked on the nCino project since the contract was awarded to McAdams, prior to joining Geosyntec.

## 2. Representative List of Similar Projects

Our clients include both municipalities and private-sector developers. We recognize that one solution does not fit every scenario, and technical approaches must be tailored to each community and client. Our practitioners approach each project individually, applying forward-thinking and innovative environmental consulting services that support our clients' overall objectives. The projects discussed below, many of which are ongoing, illustrate the range of services and capabilities we will leverage to support the nCino Sports Park project. Each project involves at least one of our proposed key personnel.

### NCDEQ BRS Landfill Redevelopment of the nCino Sports Park for the City of Wilmington

#### Wilmington, North Carolina

The nCino Sports Park was a pre-regulatory landfill located in Wilmington, North Carolina. The site was used in the 1970s as a municipal solid waste landfill for the County prior to landfill regulations. In the 2000s, the site was partially remediated by the NCDEQ through a publicly funded program (NCDEQ PRLF) and subsequently entered into NCDEQ's Brownfields Program and used as a sports park. In the 2010s, the property was acquired by the City of Wilmington, and plans to expand the sports park were proposed. Geosyntec assisted the City of Wilmington in redeveloping this significant municipal project by providing assessment, engineering services, and post-occupancy screening and sampling for landfill gases. Geosyntec supported an interdisciplinary approach to manage landfill conditions during redevelopment and extensive inter-agency coordination between multiple NCDEQ programs. The property serves as a community asset, providing a place for all ages to recreate and supporting the City of Wilmington's economic development through sports tourism.

Our responsibilities included engineering design and construction quality assurance for modifications to and expansion of a pre-existing landfill gas LFG system to accommodate the construction of new playing fields and infrastructure. Geosyntec also designed a VIMS for multiple enclosed structures and modifications of the engineered soil cover. Geosyntec prepared and submitted work plans, reports, and EMPs on behalf of the City of Wilmington to NCDEQ.



**Client:** City of Wilmington

**Project Duration:** 2019–Ongoing

#### Services Provided:

- Community Planning
- BRS Compliance and Reporting
- Environmental Management Planning and Construction Oversight
- Landfill Gas and VIMS Design
- System OM&M

**Key Personnel:** Kaitlyn Rhonehouse, Abby Wesley, Jack Nolan, Jeff Tyburski, Torie Tompkins, Tom Paine, Russell Isobe

**Subcontractors:** Enthalpy Analytical

**Geosyntec's innovative approaches** to LFG mitigation resulted in a **seven-figure construction cost savings** for the City of Wilmington.



Abby Wesley, Jeff Tyburski,  
Jack Nolan, and Kaitlyn  
Rhonehouse at the nCino  
Sports Complex Ribbon  
Cutting Ceremony

Geosyntec worked with City of Wilmington officials, regulatory agencies, and design team members to provide an innovative approach for LFG mitigation. Examples included a podium construction design to elevate a proposed building to allow natural venting and in-situ lined excavations for temporary waste and process water containment during utility installation. These approaches resulted in a seven-figure construction cost savings to meet the City of Wilmington’s budgetary needs while maximizing amenities for local residents.

Additionally, Geosyntec developed an OM&M program for ongoing post-occupancy landfill monitoring. Geosyntec has provided OM&M services, including landfill gas screening and irrigation well groundwater quality sampling for the site since the park’s opening in 2024. To date, no methane has been detected below or within on-site buildings.

## The Metropolitan at the Riverwalk Vapor Intrusion Mitigation

### Wilmington, North Carolina

Geosyntec provided environmental consulting services for the redevelopment of the Almont Shipping II Brownfields site (BRS No 23080-19-065) located in Wilmington, North Carolina. The site was a former shipping terminal which included an on-site landfill of rail ties and other debris. The property was redeveloped from a parking lot and vacant lot into a multi-family residential and retail complex. Geosyntec performed multiple site assessments and worked closely with the BRS to obtain a new BFA for the property. Geosyntec performed soil, groundwater, and soil gas assessments at the site, prepared an EMP for redevelopment activities, designed a VIMS to mitigate elevated methane concentrations, oversaw construction of the VIMS, performed testing to verify operational status of the VIMS, and completed OM&M for the VIMS since the building has been occupied. This was the first residential use development completed under BRS with methane concentrations above 30% by volume, which was facilitated through Geosyntec’s unique design. All work completed by Geosyntec was submitted to, reviewed, and approved by BRS.



**Client:** Kettler

**Project Duration:** 2019–Ongoing

#### Services Provided:

- BRS Compliance and Reporting
- Environmental Management Planning and Construction Oversight
- Landfill Gas and VIMS Design
- System OM&M

**Key Personnel:** Kaitlyn Rhonehouse, Abby Wesley, Jack Nolan, Tom Paine, Torie Tompkins, Russell Isobe

**Subcontractors:** Clean Vapor, RMS Life Safety, Pace Analytical Services

Building construction was completed in phases, and Geosyntec assisted the property owner with gaining staged occupancy approval from BRS. Geosyntec has completed OM&M at the site since building construction was completed. As part of long-term OM&M of the VIMS at the site, Geosyntec has overseen the routine calibration of indoor air sensors

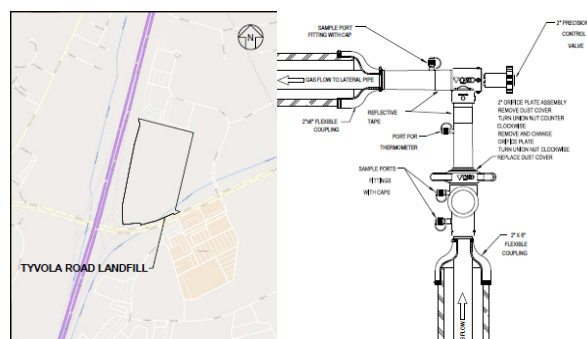
and is the on-call personnel for system alarms at the site. To date, no methane has been detected in the subsurface or building at the site and Geosyntec has successfully negotiated a reduction in OM&M due to the performance of the system.

## Landfill Gas Collection and Control System–Tyvola Road Landfill

Charlotte, North Carolina

Geosyntec is providing environmental and geotechnical services to support redevelopment of a pre-regulatory municipal solid waste landfill into a 200,000 square foot Living Spaces retail furniture store. The facility will be constructed on top of the approximate 21-acre Tyvola Road pre-regulatory landfill that was operated by the City of Charlotte from the 1950s to the 1970s. Geosyntec conducted a landfill gas assessment and geotechnical evaluation to further understand subsurface landfill conditions to support site redevelopment design and construction planning in accordance with NCDEQ regulatory requirements.

Geosyntec completed designs for a landfill gas collection and control system to mitigate potential migration of landfill gas off-site and vertically to the surface. Geosyntec also designed a VIMS that will be installed under the building and a soil cap system for pervious and impervious portions of the site that includes modification of the existing soil cap system. In combination with the gas collection and control system, the soil cap and VIMS will mitigate the potential migration of landfill gas into the proposed retail store. Geosyntec also prepared an EMP that provides procedures for managing soil, groundwater, stormwater, landfill gas and landfill waste during construction. The engineering design took into consideration planned site use features including parking space and office building occupancy.



Geosyntec engineering services included geotechnical services to support building foundation, roadway and utility designs and the development of detailed engineering drawings, technical specifications, an OM&M program, and construction quality assurance plan. Geosyntec prepared and submitted work plans, reports, and EMPs on behalf of Living Spaces to NCDEQ. Construction is scheduled to begin in August 2026.

**Client:** Living Spaces

**Project Duration:** 2017–Ongoing

**Services Provided:**

- Gas Collection & Control System Design & Specifications
- Landfill Gas Migration Mitigation
- Gas Collection & Control System Construction Quality Assurance Manual
- Gas Collection & Control System OM&M Manual
- Brownfield Development

**Key Personnel:** Kaitlyn Rhonehouse, Jeff Tyburski

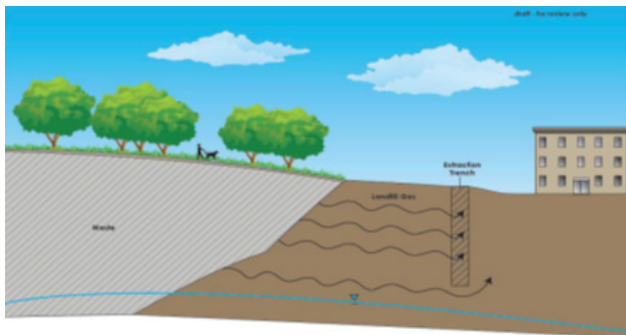
**Subcontractors:** None

## Former Landfill Monitoring, Expert Review, and Environmental Due Diligence

### Charlotte, North Carolina

Geosyntec was retained to provide environmental services for the City of Charlotte beginning in 2014. The City contracted Geosyntec to assume groundwater and landfill gas (LFG) monitoring at the former York Road Landfill site and has also relied on Geosyntec for expert review of per- and polyfluoroalkyl substance reports and due diligence property acquisition activities (Phase I ESAs). The City relies on Geosyntec to be responsive and professional while providing technical leadership.

York Road Landfill operated as an unlined municipal solid waste landfill until 1986 and was developed with a golf course and recreational park following closure. When Geosyntec was brought into the project in 2014, off-site methane migration was suspected. Based on these results, the City asked Geosyntec to design a full-scale, approximately 1,000-foot long, landfill gas migration control system to prevent methane migration in the deep subsurface along the northeast boundary. Geosyntec completed the system design and performed construction quality assurance/quality control as the City's on-site representative. As part of this project, Geosyntec manages two extraction network telemetry systems and three methane alarm systems.



Geosyntec designed and implemented a landfill gas migration control system to resolve methane migration along the northeast boundary of the former York Road Landfill.

In addition to designing the system that resolved methane migration in the northeast boundary, Geosyntec also performed regular groundwater monitoring, methane monitoring, and OM&M activities, which were completed under budget. Geosyntec's innovative passive sampling strategy has also saved the client money in annual operations and maintenance. Geosyntec has provided rapid response and expert review to the City and the new system designed by Geosyntec has successfully mitigated the off-site migration of methane along the northeast boundary during operational periods.

**Client:** City of Charlotte

**Project Duration:** 2014–Ongoing

#### Services Provided:

- Groundwater and Landfill Gas Monitoring
- Semi-Annual Reporting
- Methane Migration System Design
- Expert Review of Environmental Reports
- Phase I ESAs

**Subcontractors:** Heric Solutions, Lefler Electronics, Geologic Exploration, EFM, ESP Associates, GEO Solutions Limited, Ground Penetrating Radar Systems, SGS North America, Hanley Environmental, Pace Analytical Services

## Wilders Grove Landfill Solid Waste Services

### Raleigh, North Carolina

The Wilder’s Grove Landfill, a pre-regulatory sanitary landfill, opened in 1972 and expanded in 1979. The disposal area reportedly is approximately 119 acres in size. An active LFG collection and control system was constructed in 1997 following a 1994 Closure Plan.

The city’s Yard Waste Center, located at the same property, is a large Type 1 yard waste windrow composting facility that also includes chipping/grinding of woody waste material, receiving and distribution administrative functions, recycling drop-off for city residents, and other features. The facility is an active materials processing enterprise within the Solid Waste Services array of programs.



City Yard Waste Center entrance signage at 900 New Hope Road

Geosyntec is currently serving a five-year contract to provide engineering and compliance services for the Solid Waste Services Center, Wilders Grove Landfill, and Yard Waste Center. We are supporting stormwater and environmental compliance as well as solid waste management and design for ongoing operation; monitoring and maintenance for the LFG collection, control, and venting system; and annual groundwater and surface water sampling under the facility’s solid waste permit. Now in the second year of the contract, we are working with the city to update budgets and schedules to maintain regulatory compliance and support ongoing operations and planned facility upgrades. We are prioritizing efficiency and cost savings while helping the city achieve its mission for solid waste and stormwater management and managing the associated business risk issues.

Based on LFG data collected to date, we are also advising the city on LFG collection system optimization. Within three months of our contract, we troubleshooted the LFG collection system and made significant repairs and maintenance, greatly reducing the flare system alarms and improving system efficiency. Geosyntec local Wilmington staff assisted in stormwater and landfill field services. This has allowed us to develop a responsive team to manage stormwater sampling and LFG collection and flare system management tasks that often occur after normal business hours and on weekends.

**Client:** City of Raleigh

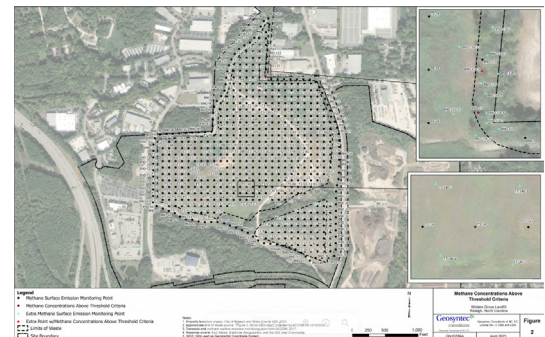
**Project Duration:** 2024–Ongoing

#### Services Provided:

- Green Stormwater Infrastructure
- NPDES MS4 Program Evaluation & Compliance Support
- Solid Waste Management
- Landfill OM&M

**Key Personnel:** Jeff Tyburski

**Subcontractors:** PRM Filtration, Environmental Field Management, Pattons



## Brownfields Assessment & Landfill Development, Dorothea Dix Rocky Branch Enhancement Project

Raleigh, North Carolina

Geosyntec is providing environmental and geotechnical services for the City of Raleigh to support the design and construction of the nationally recognized 308-acre Dorothea Dix Park. The study area includes a portion of Rocky Branch Creek, a highly contaminated stream that traverses a portion of a municipal pre-regulatory landfill and North Carolina Brownfields property within the park. With support from the Dix Park Conservancy, a 501(c)(3) nonprofit associated with the park, Geosyntec also led the preparation of a US EPA Brownfields Assessment Grant application to help finance assessment and cleanup activities and position the project for the acquisition of additional grants and bonds in the future. Disadvantaged communities to the east of the park are located within the designated 100-year floodplain of Rocky Branch, and due to area urbanization, are prone to flooding. Rocky Branch will be realigned to its original location to improve surface water quality, manage flooding, and create a recreational area for the community.



Preliminary Stream Alignment and Landfill Reuse Concept Development Report.

The results from the Rocky Branch Enhancement Feasibility Study were recognized by the City of Raleigh, and as a result the design team was awarded the 2025 Sir Raleigh Award for Master Plan under a sole-source proposal effort. Geosyntec's work for this phase includes NCDEQ BRS assessment and programmatic implementation for the portion of the project located within a state Brownfields Property Boundary. Other future work includes assessment and cleanup work planning, assessment implementation, and grant funding support for construction of Rocky Branch within the boundaries of the landfill.

We performed an extensive historical data review to support concept designs to relocate the stream and coordinated with the NCDEQ Pre-Regulatory Landfill Program and the BRS, who will oversee pre-regulatory landfill and brownfields property assessment and cleanup. Working with the design team led by Surface678, we supported preparation of a

**Client:** City of Raleigh (via Prime Surface678)

**Project Duration:** 2021–Ongoing

### Services Provided:

- EPA Brownfield Grant Assistance
- Subsurface Investigation Planning
- Human Health Risk Assessment
- Initial Remedial Design and Implementation Planning
- Cost Forecasting and Financial Risk Analysis

**Key Personnel:** Jeff Tyburski

**Subcontractors:** None



The Rocky Branch Enhancement Feasibility Study received the 2025 Sir Walter Raleigh Award for Master Plan.

## East End Longmeadow Park Redevelopment

### Durham, North Carolina

Geosyntec serves as the environmental team under the prime architectural contract held by Surface 678 for the redevelopment of East End and Long Meadow Parks in Durham. Identified in a Duke University study as one of five city parks with lead contamination, the park is currently closed to public access. Environmental concerns include a pre-regulatory landfill, petroleum compounds, lead, and additional contaminants such as chlorinated solvents from off-site sources. Geosyntec is leading assessments to evaluate existing conditions and develop management plans for media encountered during construction, supporting a remedial approach integrated into the park design process to protect future park occupants as well as neighboring residential and commercial properties.



The project encompasses a range of services: regulatory strategy support, Phase I and II ESAs, environmental consulting for park planning, human health risk assessments, initial remedial design and implementation planning, budgetary estimating, financial and business risk assessment, public outreach, and comprehensive planning coordination with the city, design team, construction manager-at-risk, and the State Pre-Regulatory Landfill Program. The process includes the development of regulatory strategies that align with the city's overall park design and schedule. Geosyntec will oversee

construction activities to ensure compliance with environmental design plans. This scope of work is designed to support the renovation and construction of park infrastructure, enhancing service to the City community.

**Client:** City of Durham, Parks and Recreation

**Project Duration:** 2025–Ongoing

#### Services Provided:

- Hazardous Waste Management
- Regulatory Strategy Support
- Phase I & II ESAs
- Planning Coordination

**Key Personnel:** Jeff Tyburski, Torie Tompkins

**Subcontractors:** M&W Drilling, Onterris, Inc.

## 3. Experience Working with Municipalities, Other Public Entities, and M/WBE Firms

### Experience Working with Municipalities and Other Public Entities

In addition to the detailed project descriptions provided in the previous section, we included a table on the following page summarizing key projects we currently serve for municipalities in North Carolina. This table highlights key project attributes: innovative approaches and technology, community engagement, client advocacy with regulators, resolution of challenging remedial projects, and responsiveness to health and safety concerns.

**Table 2. Summary of Projects for Public-Sector Clients in North Carolina**

| Client                 | Project Date | Projects                                                                           | NCDEQ/Agency<br>Report<br>Preparation | Assessment and<br>Sampling | LFG/Methane<br>Assessment/<br>Mitigation | NCDEQ/Agency<br>Compliance<br>Assistance | NCDEQ/Agency<br>Coordination |
|------------------------|--------------|------------------------------------------------------------------------------------|---------------------------------------|----------------------------|------------------------------------------|------------------------------------------|------------------------------|
| City of Wilmington, NC | 2019–Ongoing | nCino Sports Park Redevelopment                                                    | ✓                                     | ✓                          | ✓                                        | ✓                                        | ✓                            |
| New Hanover County     | 2024–Ongoing | Stormwater On-Call                                                                 |                                       | ✓                          |                                          |                                          |                              |
| City of Raleigh, NC    | 2021–Ongoing | Dorothea Dix Park, Rocky Branch Enhancement Project Stream Enhancement             | Upcoming                              |                            |                                          | ✓                                        |                              |
|                        | 2024–Ongoing | Solid Waste Engineering Services Contract                                          | ✓                                     | ✓                          | ✓                                        | ✓                                        | ✓                            |
|                        | 2025–Ongoing | Stormwater On-Call                                                                 | Task Orders Pending                   |                            |                                          |                                          |                              |
| City of Durham, NC     | 2016–Ongoing | South Ellerbe Creek Stormwater Restoration                                         | ✓                                     | ✓                          |                                          |                                          | ✓                            |
|                        | 2024–Ongoing | Watershed Improvement Plan                                                         |                                       | ✓                          |                                          |                                          |                              |
| City of Burlington, NC | 2023–Ongoing | Tarheel Army Missile Plant Redevelopment                                           |                                       |                            |                                          |                                          | ✓                            |
|                        | 2025–Ongoing | Stormwater On-Call                                                                 | Task Orders Pending                   |                            |                                          |                                          |                              |
| Confidential Client    | 2024–Ongoing | Per- and Polyfluoroalkyl Substance Receptor Survey at Six North Carolina Landfills | ✓                                     |                            |                                          |                                          |                              |
| Town of Wendell, NC    | 2023–Ongoing | US EPA Brownfields Assessment Grant Administration                                 | ✓                                     | ✓                          | ✓                                        | ✓                                        | ✓                            |
|                        | 2025–Ongoing | Stormwater On-Call                                                                 | Task Orders Pending                   |                            |                                          |                                          |                              |

**Experience with M/WBE Firms**

Diversity in contracting fits within the Geosyntec purpose and core values, and we strive to provide opportunities to small businesses to participate through subcontracts. Geosyntec's outreach into communities identifies and cultivates enduring relationships with high-quality, innovative, and nimble small-business and W/MBE firms nationwide. These relationships help us provide best-value local service to our clients while supporting our communities. Nationally, we have formal teaming agreements with several small, disadvantaged firms, including service-disabled veteran-owned firms, women-owned firms, and Alaskan and tribally owned firms, all of which provide superior service in their specialties. Our partnership is mutually beneficial, allowing us to provide nimble, local services while offering protégés access to a broader client base. Providing the opportunity for economic success to our W/MBE business partners through the goals established by our Small Business Subcontracting Program creates value for our clients. Geosyntec consistently pursues subcontracting opportunities with various Small, Small Disadvantaged, Woman-Owned, Veteran-Owned, including Service-Disabled Veterans, and Historically Underutilized Business Zone (HUBZone) small business concerns in accordance with the laws and regulations of the US Government.

Request for Qualifications – Environmental Services

RFQ No. S12-0626

City of Wilmington, North Carolina



# APPENDIX A: REQUIRED FORMS

## RESPONDER'S CERTIFICATION

### Environmental Services

Proposers Signature:  Date: June 25, 2026

By Signing above I Certify that I have carefully read and fully understand the information contained in this Request for Qualifications; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Request for Qualifications being submitted and have the authority to sign Statement of Qualification on behalf of my organization. **It is the proposer's responsibility to assure that all addenda have been reviewed prior to submission of qualification statement.**

BY (Printed): Peter de Haven

TITLE: President/Director

COMPANY: Geosyntec Consultants of NC, P.C.

ADDRESS: 2501 Blue Ridge Road, Ste. 430, Raleigh, NC 27607

TELEPHONE: +1 919-424-1834

EMAIL: PdeHaven@Geosyntec.com

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

(a) Proprietorship \_\_\_\_\_  
(b) Partnership \_\_\_\_\_  
(c) Corporation X \_\_\_\_\_  
(d) Limited Liability Co. \_\_\_\_\_

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Peter de Haven, President/Director; Majdi Othman, Secretary

Firm is incorporated in what state?

North Carolina

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? N/A

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

\_\_\_\_\_  
\_\_\_\_\_

Is this a limited or general partnership? \_\_\_\_\_

If a limited partnership, what is state of registration? \_\_\_\_\_

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

4. If business is a Proprietorship, please answer the following:

Name of owner: \_\_\_\_\_

5. If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? \_\_\_\_\_

What is state of organization? \_\_\_\_\_

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

N/A

Has a certificate of assumed name been filed in the New Hanover County Registry?  
N/A

If so, please provide the recording information:

Deed Book \_\_\_\_\_ at Page \_\_\_\_\_.

**ATTACHMENT A**

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

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

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

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

DATE June 25, 2026

SIGNATURE 

COMPANY Geosyntec Consultants of NC, P.C.

NAME Peter de Haven

TITLE President/Director

State of NORTH CAROLINA

County of WAKE

Subscribed and sworn to before me this 25 day of JUNE, 2026.

Notary Public 

My Appointment Expires MARCH 15, 2027



## ATTACHMENT B

### CERTIFICATION REGARDING LOBBYING

*(To be submitted with all offers exceeding \$100,000; must be executed prior to Award)*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Geosyntec Consultants of NC, P.C., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 1352, *et seq.*, apply to this certification and disclosure, if any.

Peter de Haven

Signature of Contractor's Authorized Official

Date June 25, 2026

Peter de Haven, President/Director

Printed Name and Title of Contractor's Authorized Official

State of NORTH CAROLINA

County of WAKE

Subscribed and sworn to before me this 25 day of JUNE, 2026.

Notary Public

Suzanne McCoy

My Appointment Expires MARCH 15, 2026



## ATTACHMENT C

### BABAA CERTIFICATION OF COMPLIANCE

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

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

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

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The Contractor, Geosyntec Consultants of NC, P.C., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

*Peter de Haven*

Signature of Contractor's Authorized Official

Date June 25, 2026

Peter de Haven, President/Director

Printed Name and Title of Contractor's Authorized Official

State of NORTH CAROLINA

County of WAKE

Subscribed and sworn to before me this 25 day of JUNE, 2026.

Notary Public

*Suzanne McCoy*

My Appointment Expires MARCH 15, 2027



**ATTACHMENT D**

**CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL ANTI-DISCRIMINATION LAWS**

*(To be submitted with all bids.)*

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently engaged in any unlawful diversity, equity or inclusion practices or policies that are in violation of federal anti-discrimination laws.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not engaging in any practices or policies that promote unlawful diversity, equity or inclusion in a manner that is in violation of federal anti-discrimination laws.
- (3) The prospective Bidder/Contractor acknowledges that this certification is material to grant and contract payments for the purposes of potential liability under the Civil False Claims Act, 31 USC§ 3729 et seq.

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

DATE June 25, 2026

SIGNATURE 

COMPANY Geosyntec Consultants of NC, P.C.

NAME Peter de Haven

TITLE President/Director

State of NORTH CAROLINA

County of WAKE

Subscribed and sworn to before me this 25 day of JUNE, 2026.

Notary Public 

My Appointment Expires MARCH 15, 2027



Request for Qualifications – Environmental Services

RFQ No. S12-0626

City of Wilmington, North Carolina



## **APPENDIX B: CONTRACT EXCEPTIONS**

## **CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS**

The following terms and conditions apply to this *Request for Qualification* solicitation process, and will be incorporated into the resulting contract as applicable. Please note that any exceptions to the following requirements, as well as other sections of this *Request for Qualification* should be addressed in a separate section of the Respondent's qualification.

### **INSURANCE**

#### **A. Commercial General Liability**

1. CONSULTANT shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent CONSULTANTS, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. The City of Wilmington, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased or used by the CONSULTANT; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wilmington, its officers, officials, agents, and employees.
4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
5. The CONSULTANT's Commercial General Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONSULTANT's insurance.
6. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the CONSULTANT for the City of Wilmington.

#### **B. Workers' Compensation and Employer's Liability**

1. CONSULTANT shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

3. The insurer shall agree to waive all rights of subrogation against the City of Wilmington, its officers, officials, agents and employees for losses arising from work performed by the CONSULTANT for the City of Wilmington.
4. The U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy when the services will be on or in close proximity to navigable waterways.
5. The Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy when the contracted services involve the use of watercraft.

NOTE: Additional requirements needed if you have a borrowed servant, offshore platforms or federal act situations. (Federal Acts such as the Defense Base Act, Migrant and Seasonal Agricultural Worker Protection Act, and the Federal Coal Mine Health and Safety Act, etc.)

#### C. Business Auto Liability

1. CONSULTANT shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
5. CONSULTANT waives all rights against the City of Wilmington, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by CONSULTANT pursuant to Section 11.C.1 of this agreement.
6. The CONSULTANT's Business Auto Liability insurance shall be primary as respects the City of Wilmington, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the City of Wilmington, its officers, officials, and employees shall be excess of and not contribute with the CONSULTANT's insurance.

#### D. Professional Liability Insurance

1. CONSULTANT shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the CONSULTANT's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per claim.
2. If coverage required in paragraph 1 above is written on a claims-made basis, the CONSULTANT warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 (two) years beginning from the time that work under the contract is complete.

E. Deductibles and Self-Insured Retentions

1. The CONSULTANT shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City of Wilmington is an insured under the policy.

F. Miscellaneous Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to the City of Wilmington, PO Box 1810, Wilmington, NC 28402-1810.
2. If CONSULTANT's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

G. Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by the City of Wilmington.

H. Evidence of Insurance

1. The CONSULTANT shall furnish the City of Wilmington with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section 11.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to the City of Wilmington with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

I. Subcontractors

CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONSULTANT's coverage, and the CONSULTANT shall be responsible for assuring that all subcontractors are properly insured.

## J. Conditions

1. The insurance required for this contract must be on forms acceptable to the City of Wilmington.
2. The CONSULTANT shall provide that the insurance contributing to satisfaction of insurance requirements in Section 11. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the CONSULTANT without prior written approval of the City of Wilmington.
3. The CONSULTANT shall promptly notify the Safety & Risk Manager at (910) 341-5864 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
4. The City of Wilmington reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
5. Failure of the City of Wilmington to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the City of Wilmington to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance.
6. By requiring insurance herein, the City of Wilmington does not represent that coverage and limits will necessarily be adequate to protect the CONSULTANT and such coverage and limits shall not be deemed as a limitation of CONSULTANT's liability under the indemnities granted to the City of Wilmington in this contract.
7. The City of Wilmington shall have the right, but not the obligation of prohibiting CONSULTANT or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City of Wilmington.

## **INDEMNIFICATION/LIMITATION OF LIABILITY**

Release and Indemnity. To the fullest extent permitted by law, CONSULTANT shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, ~~whether agents,~~ officials or employees of the CITY or third persons, and to all property ~~proximately caused by, directly or indirectly, to the extent caused by~~ the CONSULTANT'S negligent performance ~~or nonperformance by CONSULTANT~~ (or by any person acting for CONSULTANT or for whom CONSULTANT is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort ~~(including alleged active or passive negligence or participation in the wrong)~~, or upon any ~~alleged~~ breach of any duty or obligation on the part of CONSULTANT, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. CONSULTANT expressly understands and agrees that any performance bond or

insurance protection required by this agreement, or otherwise provided by the CONSULTANT, shall in no way limit CONSULTANT's responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

*CITY Not Liable for Special or Consequential Damages.* The CITY shall not be liable to the CONSULTANT, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the CITY, or any other consequential, indirect or special damages or lost profits related to this Contract.

## **ASSIGNMENT**

No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

## **COMPLIANCE WITH LAWS**

CONSULTANT will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONSULTANT will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONSULTANT specifically acknowledges and agrees that CONSULTANT, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONSULTANT shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65.

*Public Records.* CONSULTANT acknowledges that the CITY is a public entity, subject to North Carolina's public records laws (N.C. Gen. Stat. 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If CONSULTANT believes documents related to the Agreement contain trade secrets or other proprietary data, CONSULTANT must notify the CITY and include with the notification a statement that explains and supports CONSULTANT'S claim. CONSULTANT also must specifically identify the trade secrets or other proprietary data that CONSULTANT believes should remain confidential.

In the event the CITY determines it is legally required to disclose pursuant to law any documents or information CONSULTANT deems confidential trade secrets or proprietary data, the CITY, to the extent possible, will provide CONSULTANT with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so

CONSULTANT may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for CONSULTANT to seek court ordered protection or other legal remedies as deemed appropriate by CONSULTANT. If CONSULTANT does not obtain such court ordered protection by the expiration of said time period, the CITY may release the information without further notice to CONSULTANT.

## **CONSULTANT REPRESENTATIONS AND WARRANTIES**

*Independent CONSULTANT.* This Agreement does not create an employee/employer relationship between the parties. It is the intention of the parties that the CONSULTANT will be an independent CONSULTANT and not the CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the federal Internal Revenue Code, the provisions of the North Carolina revenue and taxation laws, the North Carolina Wage and Hour Act, the North Carolina Workers' Compensation Act, and the provisions of the North Carolina Employment Security Law. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder. The CONSULTANT agrees that he/she/it is a separate and independent enterprise from the CITY; and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services described herein. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY, and the CITY will not be liable for any obligation incurred by the CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

*Non-Discrimination.* CONSULTANT will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONSULTANT will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY's option, in a termination or suspension of this agreement in whole or in part.

*Interpretation/Governing Law.* All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Wilmington, New Hanover County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

*Records.* The CITY has the right to audit all records pertaining to this Agreement both during its performance and after its completion. Further, upon termination of this Agreement, the CONSULTANT

shall deliver to the CITY all records, notes, memorandum, data, documents or any other materials produced by CONSULTANT in connection with services rendered pursuant to this Agreement. If compensation for expenses shall be provided to CONSULTANT, the CONSULTANT shall maintain all expense charge documents for a period of three (3) years following the completion of this agreement and said documents shall only be forwarded to the CITY upon request.

Ownership of Documents. The CONSULTANT agrees that all materials and documents developed pursuant to this Agreement shall be the exclusive property of the CITY, and the CONSULTANT shall retain no property or copyright interest therein. Further, upon termination of this Agreement, the CONSULTANT shall deliver to the CITY all records, notes, memorandum, data, documents or any other materials received or obtained from the CITY in connection with services rendered pursuant to this Agreement.

No Publicity. No advertising, sales promotion or other materials of the CONSULTANT or its agents or representations may identify or reference this Contract or the CITY in any manner absent the written consent of the CITY. Notwithstanding the forgoing, the parties agree that the CONSULTANT may list the CITY as a reference in responses to requests for proposals, and may identify the CITY as a customer in presentations to potential customers.

## **ACKNOWLEDGEMENTS**

Authority to Act Each of the persons executing this Agreement on behalf of CONSULTANT does hereby covenant, warrant and represent that the CONSULTANT is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONSULTANT has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONSULTANT were authorized to do so.

Conflict of Interest. No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

Immunity Not Waived. This Agreement is governmental in nature, for the benefit of the public. CONSULTANT acknowledges that CITY reserves all immunities, defenses, rights or actions arising out of CITY's sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of CITY's entry into this Agreement.

Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Entire Agreement and Amendment. This Agreement, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed

upon this Agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.

Non-Waiver of Rights. It is agreed that the CITY's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

Non-Appropriation. In the event no CITY funds or insufficient CITY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the CITY will immediately notify CONSULTANT of such occurrence and this Agreement shall create no further obligation of the CITY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever.

Reimbursable expenses. The CITY hereby agrees to pay reimbursable expenses with no more than a five percent (5%) markup within 30 days after receipt of an approved invoice with receipts attached. The CITY agrees to pay travel and meal expenses at the current State of North Carolina government mileage and per diem rates without mark-up within 30 days after receipt of an approved invoice.

Minority Business Enterprise (MBE). The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions the procurement of goods, services in connection with construction projects for minority owned business enterprises.
2. Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.
3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
4. Provide technical assistance as needed.
5. Promulgate and enforce contractual requirements that the general CONSULTANT or all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

The CONSULTANT shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONSULTANT shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONSULTANT to carry out the requirements set forth in this special provision may constitute a breach

of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONSULTANT shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONSULTANT agrees by executing this contract that he will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is complied with.

#### Federal Contract Provisions

##### A. Federal Applicability

The Work to be performed under this Contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

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

The Work performed under this Contract will be financed, in whole or in part, by funding provided by programs of the Federal Emergency Management Agency (FEMA). Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

B. Civil Rights Requirements

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 USC 5323(h)(3) by not using any Federal assistance to support procurements using exclusionary or discriminatory specifications.

**Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.**

1. Nondiscrimination

In accordance with 41 CFR 60-1.4, during the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of, and of the rules, regulations, and relevant orders Executive Order 14173 of January 21, 2025 and of the rules, regulations and relevant orders of the Secretary of Labor.

(6) The Contractor will comply with Section 504 of the Rehabilitation Act of 1973, as amended.

(7) The Contractor will furnish all information and reports required by Executive Order 14173 of January 21, 2021, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to 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.

(8) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 14173 of January 21, 2025, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 14173 of January 21, 2025, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(9) Contractor, and all subcontractors shall certify that they are in full compliance with all federal civil rights law, that they do not engage in any unlawful diversity, equity or inclusion practices or policies and shall acknowledge that the certification is material to grant and contract payments for the purposes of potential liability under the Civil False Claims Act, 31 USC§ 3729 et seq.

***The requisite “B Certificate of Compliance” is included as ATTACHMENT D.***

(10) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (10) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Executive Order 14173 of January 21, 2025, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 14173 of January 21, 2025, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to 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.

## **2. Age**

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

3. Sex

The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Educational Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, that prohibit discrimination on the basis of sex.

4. Disabilities

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

5. Access to Services for Persons with Limited English Proficiency

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

6. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections

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

7. Other Nondiscrimination Laws

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

8. Inclusion in Subcontracts

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

C. Davis-Bacon & Copeland Anti-Kickbacks Acts.

1. **Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

2. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC 3141- 3144, and 3146-3148) and the requirements of 29 CFR pt. 5 as may be applicable. The Contractor shall comply with 40 USC 3141-3144, and 3146-3148 and the requirements of 29 CFR pt. 5 as applicable. Contractor shall include the provisions of 29 CFR §5.5(a)(1)-(11) in full in all subcontracts if applicable.

3. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

4. Contractors are required to pay wages not less than once a week.

5. Compliance with the Copeland "Anti-Kickback" Act.

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

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

D. Contract Work Hours & Safety Standards Act

1. Overtime requirements.

No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) 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 (40) 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 above of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the U.S. 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 the paragraph above of this section, in the sum of twenty seven dollars (\$27.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in the paragraph above of this section.~~

~~3.2. Withholding for unpaid wages and liquidated damages.~~

(i) The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages, monetary relief including interest, ~~and liquidated damages~~ as provided in the clause set forth in the paragraph above of this section. The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds are withheld.

(ii) Priority to Withheld Funds. The Department has priority to funds withheld or to be withheld in accordance with the provisions herein, over claims to those funds by:

- (a) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (b) A contracting agency for its procurement costs;
- (c) A trustee(s) (either a court appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (d) A contractor's assignee(s);
- (e) A contractor's successor(s); or

(f) A claim asserted under the Prompt Payment Act, 31USC 3901-3901.

4.3. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in the paragraphs above of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs above of this section. In the event of any violations of these clauses, the prime Contractor, and any subcontractor(s) responsible shall be liable for any unpaid wages and monetary relief, including interest, from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5.4. Anti-Retaliation.

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

E. Right to Inventions Made Under a Contract or Agreement—NOT APPLICABLE

F. Clean Air Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq. The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office.

***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred and fifty thousand dollars (\$150,000.00) financed in whole or in part with Federal assistance.***

G. Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office.

***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000.00) financed in whole or in part with Federal assistance.***

H. Energy Conservation

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

***This requirement extends to all third-party contractors and their contracts at every tier and this clause shall be included in all such subcontracts.***

I. Government-Wide Debarment & Suspension

1. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

J. Byrd Anti-Lobbying

The Contractor agrees to comply with the provisions of Title 31 USC 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the CITY.

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

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

K. Recovered Materials

The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 USC 6962, including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 13101, as they apply to the procurement of the items designated in Part B of 40 CFR Part 247.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement, along with a list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program / US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

L. Conflict of Interest

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

M. Access to Records and Reports and Record Retention

The record keeping and access requirements extend to all third-party contractors and their contracts at every tier. Under 49 USC 5325(g) and 2 CFR 200.336, FEMA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FEMA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records.
  - a. The Contractor agrees to provide sufficient access to FEMA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
  - b. The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 USC 5325(g) and 2 CFR 200.336.
  - c. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FEMA Administrator or authorized representatives including any PMO Contractor access to Contractor's records and construction sites

pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.

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

4. Access to the Sites of Performance. The Contractor agrees to permit FEMA and its contractors access to the sites of performance under this contract as reasonably may be required.

**N. Termination or Cancellation of Contract**

1. Termination without Cause: City shall have the right to terminate this Agreement at any time and without cause upon thirty (30) days written notice to the other party. Upon receipt of Notice of Termination, the Contractor shall immediately discontinue all services directed (unless the Notice directs a date specific for services to terminate). As soon as practicable after receipt of a written Notice of Termination without cause, the Contractor shall submit a statement to the City showing in detail the Work performed under this Contract through the date of termination. The City shall pay the Contractor for Work rendered through the date of termination.

2. Termination for Cause: City shall have the right to terminate this Contract because of the failure of the Contractor to fulfill its obligations under the Contract by giving thirty (30) days' written notice to Contractor. The Notice of Termination shall specify the nature, extent, and effective date of the termination.

***For all contracts in excess of \$10,000, this clause extends to all third party contractors, and their contracts at every tier, and subrecipients and their subcontracts at every tier, as referenced in 2 CFR 200.339 and 2 CFR Part 200, Appendix II (B).***

**O. Breach of Contract Rights and Remedies**

All contracts in excess of \$250,000 shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate as provided in 2 CFR 200.326 and 2 CFR part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third-party contractors and their contracts at every tier. For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

1. Rights and Remedies of the Owner - The City shall have the following rights in the event that the Owner deems the Contractor guilty of a breach of any term under the Contract.
  - a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
  - b. The right to cancel this Contract as to any or all of the work yet to be performed;
  - c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  - d. The right to money damages.
2. Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance.
3. Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the City takes action contemplated herein, the City will provide the

Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

4. If there is credible evidence that a Third-Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 USC 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of the Federal awarding agency is required.

P. Copyrights and Rights in Data. NOT APPLICABLE

Q. Cost Principles. Any adjustment to the Contractor's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). Contractor further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award.

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

R. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

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

T. F.A.R. Compliance. Any adjustment to the Contractor's compensation under the Contract shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable and reasonable under the Contract Cost Principles of the Federal Acquisition Regulations (F.A.R.) System, 48 CFR, Ch.1, Pt.31, and any implementing guidelines or regulations issued by the said Administration.

U. No Federal Government Obligations to Third Parties

The No Obligation clause extends to all third-party contractors and their contracts at every tier.

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

V. Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

(b) Prohibitions.

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

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

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

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

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

- a. Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

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

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

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

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

***The requisite “BABAA Certificate of Compliance” is included as ATTACHMENT C.***