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Recreation and Parks Department

2000 Cedar Lane
Greenville, NC 27858

Request for Qualifications (RFQ)

Date of Issue: ***August 27, 2020***



Eppes Recreation Center Renovations

Through this RFQ the City of Greenville is soliciting Statements of Qualifications from architecture firms for the provision of bid documents related to renovations at the Eppes Recreation Center.

Project Manager Contact Information:

Mike Watson, Parks Coordinator
City of Greenville
Greenville Recreation and Parks Department
Parks Division
(252) 329-4539
mwatson@greenvillenc.gov

1. DEFINITIONS IN THIS RFQ

“City” means the City of Greenville.

“Statement of Qualifications” or **“SOQ”** is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ.

“Proposer” is the person, firm, or corporation that submits an SOQ.

“Designer” is the Proposer with which the City enters into a contract to provide the services stipulated in this RFQ.

2. PURPOSE OF RFQ & SCOPE OF SERVICES

The Eppes Recreation Center is located at 400 Nash Street, Greenville, NC. The recreation center was developed on the former campus of the C.M. Eppes High School. The school was built in 1928 and was forced to close after a fire in 1971. All that remained was a portion of the high school building and the gymnasium. Currently the 24,260 S.F. building includes a multi-purpose room, an activity room, weight room, and gymnasium. Locker rooms, restrooms, and offices provide support space. In 2013, renovations to the recreation center was done. Walls were painted, the basketball court was resurfaced, the restrooms were renovated, and disability access points were added. The weight, game, and multipurpose rooms were also renovated. There are three rooms dedicated to the C.M. Eppes alumni and three rooms are also used for the Police Athletic League (PAL) for an after school program.

In an effort to address much needed upgrades and renovations to the Eppes Recreation Center, the City is seeking professional architectural services for the provision of contract documents that includes construction documents, project manual, technical specifications and a statement of probable cost. The project focuses on major renovations to the main entrance that will include ADA renovations and reception area with security measures installed. Additionally the project will include a new teen room, renovations and updates to the weight room, installation of new HVAC in the Eppes Alumni and PAL areas, and renovated office and computer lab areas. Preservation of historical documents (photos, artwork, and clothing) for display shall also be included.

Site improvements for the project include ADA accessibility, resurfacing of one paved parking lot, and landscaping.

2.1. SCOPE OF SERVICES

The City of Greenville seeks a qualified firm to develop contract documents that includes construction documents, project manual, architectural renderings, technical specifications and a statement of probable cost for the renovation of the a portion of the existing 24,260 square feet building. The Designer shall prepare construction documents for the Eppes Recreation Center with the following building program elements:

2.2.1. CONTRACT DELIVERABLES – The Designer shall provide the following deliverables:

- a. **Schematic Phase**: Facilitate design meetings with the City to develop design solutions based on the program elements as needed for the Eppes Recreation Center. The Designer shall confirm all existing conditions documentation with the city, and prepare design studies including demolition, preliminary floor plans and site/civil plans. The Designer shall include site and building feasibility and schematic design for two front entrance options. Owner will chose best feasible option for a front entrance. The Designer shall submit schematic plans (25% completion of Construction Documents) for review, comment and approval by the City. A preliminary probable cost statement prepared by an independent estimator shall accompany the schematic drawings to ensure budget control.
- b. **Design Development**: The Designer shall provide design Development Documents (65% completion of construction documents), that include demolition plans, floor plans, sections and elevations, and outline specifications. In addition to architectural drawings, the Design Development documents shall include architectural renderings, plumbing, mechanical engineering, electrical engineering, and other related disciplines required for the successful completion of the work. The final submittal of the Design Development documents shall include a statement of probable cost by an independent estimator to ensure budget control. The Designer shall submit Design Development documents to the City for a review and final approval prior to proceeding with the Construction Documents Phase of the Project.
- c. **Construction Documents**: The Designer shall submit construction documents at 95% completion, for final review and comment by the City. The final submittal of bid documents shall be a sealed and signed set of construction documents detailing the work as it relates to materials, workmanship, finishes, and equipment required. The bid documents shall include plans, specifications, and a final statement of probable cost prepared by an independent estimator. All final design documents shall be completed within four (4) months from the contract date.

In addition, the Designer shall provide the City with an electronic copy of the construction documents and an electronic copy of the technical specification in Microsoft Word or PDF format.

2.2.2. CONSTRUCTION BUDGET – The Designer shall provide complete construction documents for the renovation areas of the Eppes Recreation Center. The maximum price for construction of \$1,000,000.00. The construction price shall include materials, labor, equipment, permits, testing and construction inspection /administration.

2.2. CITY RESPONSIBILITIES

The City of Greenville shall be responsible for:

- a. Arranging, scheduling, and providing facility space for meetings.
- b. Providing the Designer with copies of relevant Eppes Recreation Center plans that can assist the consultant in his/her design. Note that the City can only provide those plans that are currently in existence, and is not responsible for plan information that is incorrect, incomplete, or out of date.
- c. Providing the Designer with a summary of the findings from previous related Public Input Sessions.
- d. Providing access to the facility during normal business hours of operation.

The City of Greenville shall work closely with the Designer to answer questions, make decisions, provide guidance and assist with coordination where needed. The City's responsibilities do not include conducting research and design tasks for the consultant.

2.3. CONTRACT

It is the City's intention to use the contract that is attached as **Appendix C**. If your firm objects to any of the contract's content, please state the objections.

Exceptions:

Any and all exceptions to the RFQ must be listed on an item-by-item basis and cross-referenced with the RFQ document. If there are no exceptions, Proposer must expressly state that no exceptions are taken.

If your firm wishes to submit a proposal that does not comply with the standards as discussed above, it is recommended that you also submit one that does comply in addition to the one that does not comply so that your "non-compliant" version can be considered as an alternative if the City is interested in it. This will allow your firm's compliant version to be considered if the City remains steadfast on applying the standards discussed above.

3. SUBMITTAL REQUIREMENTS

Firms that are interested in providing the required services to the Greenville Recreation and Parks Department (GRPD) are invited to submit their Statement of Qualifications (SOQ) to:

Greenville Recreation & Parks Department
2000 Cedar Lane
Greenville, NC 27858
Attn: Mike Watson

Each firm is solely responsible for the timely delivery of its SOQ. All SOGs must be received **by 2:00 pm local time on Thursday, September 17, 2020. No Qualification Packages will be accepted after this deadline.** Firms accept all risks of late delivery regardless of fault.

3.1. SUBMITTAL TIMELINE

The following is the likely schedule and timing leading up to a contract signing. The City may change this schedule as appropriate:

| | |
|--|--------------------|
| Advertisement..... | August 27, 2020 |
| Deadline to submit questions | September 4, 2020 |
| SOQs submitted | September 17, 2020 |
| Evaluation procedure | September 23, 2020 |
| Short Listed Consultant Interviews | September 28, 2020 |
| Council contract approval..... | October 8, 2020 |

3.2. FORMAT

The SOQ should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer’s demonstrated capability to provide services of this type.

All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer’s competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

The SOQ should be no longer than six pages in length, exclusive of individuals’ resumes, examples of work experience and references, and required MWBE forms (these items should be included in tabbed sections and placed behind the main document). Minimum font size should be the equivalent of 11pt Times New Roman. One-inch margins are preferred.

Interested firms should provide six (6) hard copies and one (1) electronic copy of a package containing the following:

3.2.1. COVER LETTER

The SOQ should contain a cover letter, signed by a principal in the firm, indicating his or her title that he or she has authority to submit the proposal on behalf of the firm, including the cover letter, and which should contain the following statement:

“The undersigned has the authority to submit this SOQ on behalf of the legal name of company in response to the City of Greenville RFQ for the Eppes Recreation Center Renovations”

The cover letter should contain one of the following two paragraphs:

“With respect to all trade secrets that the Proposer may submit to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer, the Proposer shall comply with the section of the RFQ titled “Trade Secrets and Confidentiality,” (see Appendix A) including but not limited to all of its subsections, such as the subsection titled “Defense of City.” The Proposer acknowledges that the City will rely on the preceding sentence.”

-or-

“The Proposer is not submitting and shall not submit any trade secrets to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer. The Proposer acknowledges that the City will rely on the preceding sentence.

3.2.2. NON-COLLUSION

This RFQ constitutes an invitation to bid or propose. Firms and their staff are prohibited from communicating with elected City officials and City employees regarding the RFQ or submittals from the time the RFQ has been released until all respondents have been notified and the selection results have been publicly announced. These restrictions extend to “thank you” letters, phone calls, and emails and any contact that results in the direct or indirect discuss of the RFQ and/or the Qualification Package submitted by the firm/team. Violation of this provision by the firm/team and/or its agents may lead to the disqualification of the firm’s /team’s submittal from consideration. Exceptions to the restrictions on communications with City employees are detailed in **Section 3.5 of the RFQ**. Acknowledge that you have read this section by including the following signed Non-Collusion affidavit with your response:

The City of Greenville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, SOQs or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

3.2.3. PROJECT TEAM (TAB 1)

Behind “Tab1” respond to the following requirements in the same sequence as listed:

- a). Identify the legal entity that would enter into the contract with the City and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, or corporations), state of incorporation or organization, and the name and title of the person authorized to enter into an agreement.
- b). Identify the primary contact professional who would be assigned responsibility for this project and note their experience with projects of a similar scope. Also identify other assigned personnel, their qualifications and their location.
- c). For proposed sub-consultants, provide the name of each firm, the office location, contact name and telephone number, and the service to be provided.
- d). Provide an organizational chart, identifying all key members of the team including sub-consultants who would be assigned to this project. **Specifically identify individuals who will serve as project managers.**
- e). Provide a description of the professional and technical experience, background, qualifications and professional licensing / certification of the firm. The Proposer should show that their firm possesses demonstrated experience in all areas of the project scope of services.

- f). Include detailed resumes of all team members assigned to this project including sub-consultants.
- g). Illustrate the project availability of proposed project team members by indicating the percentage of their time to be devoted to the project.

3.2.4. RELEVANT EXPERIENCE (TAB 2)

Provide a summary of Proposer's experience with projects of similar scope.

Behind "Tab 2", to be attached to the SOQ, include detailed information for a maximum of ten previously completed projects by the firm or its sub-consultants that are similar in nature to this specific project, including, but not limited to, contracts with the City, currently in progress or having been performed in the past five (5) years comparable to this project as follows:

- List only projects **involving current staff** comprising your proposed team;
- List projects in **date order** with newest project listed first; and
- List projects in **North Carolina** first, followed by projects located in other states.

Information should include a description of the project, scope of work, location of project and total project cost; client name and telephone number; and dates of project work. As part of the selection process the City may contact the Proposer's references.

3.2.5. METHODS AND PROCEDURES (TAB 3)

The Proposal should provide a detailed methodology for accomplishing the entire project scope. This project approach shall include additional suggestions that are not specifically requested in this RFQ, but are considered necessary to ensure the highest degree of safety, constructability, value and operation. The respondent shall also provide an estimated amount of time needed to complete the scope of work. However, all final design documents shall be completed within four (4) months from the date of the contract.

If your SOQ assumes that the City will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

3.2.6. EQUAL BUSINESS OPPORTUNITY PROGRAM (TAB 4)

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has an adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "M/WBE Professional and Personal Services Forms" included in **Appendix**

B. Failure to complete the M/WBE forms shall be cause to deem the submittal nonresponsive.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Include the completed forms behind "Tab 4" to be attached to the SOQ.

3.3. LIMIT ON CLAIMS

No Proposer will have any claims or rights against the City for participating in the SOQ process, including without limitation submitting an SOQ. The only rights and claims any Proposer will have against the City arising out of participating in the SOQ process will be in the Contract with the selected Proposer.

3.4. COMMUNICATION GUIDELINES AND QUESTIONS

Upon review of the RFQ documents, firms may have questions to clarify or interpret the RFQ in order to submit the best proposal possible. To accommodate the Qualification Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to mwatson@greenvillenc.gov by the date and time specified above. Vendors should enter "Eppes RFQ Questions" as the subject for the email.

Responses will be posted in the form of an addendum to the RFQ on the City's website at <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>. No information, instruction or advice provided orally or informally, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding.

Questions received after the stated deadline will not be answered.

No contact regarding this RFQ will be allowed between Proposers or potential Proposers and employees of the CITY staff after issuance of the RFQ with the exception of the Financial Services Manager. Any such contact may disqualify a firm from further consideration. Requests for clarification from Proposers will be allowed provided that such requests are made through the Financial Services Manager in writing. .

3.5. COMPENSATION

Compensation will be negotiated with the successful Proposer.

3.6. EVALUATION CRITERIA

It is the policy of the City that the selection of firms to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. GRPD shall conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFQ. GRPD will appoint a selection committee to perform the evaluations, and shall put each SOQ submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFQ.

The evaluation criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the City reserves the right to vary from this procedure as it determines to be in the City's interest. For example, the City may request clarification of any point in a firm's/team's Qualification Package or obtain additional information. All firms/teams who submit a Qualification Package will be notified of the selection committee's choice. Final approval of any selected firm/team is subject to the action of City Council.

3.6.1. EVALUATION METHOD

Compliance Check: All SOQs will be reviewed to verify that minimum requirements have been met. SOQs that have not followed the requirements in this RFQ or do not meet minimum content and quality standards may be eliminated from further consideration.

Analysis: Members of an evaluation team will independently analyze each SOQ. The evaluation team will analyze how the Proposers' qualifications, experience, professional content, and proposed methodology meet the City's needs. Points will be assigned by each committee member using the point-scoring schedule below as a guideline.

At the discretion of the City, the evaluation team may decide to conduct interviews of a short list of Proposers.

3.6.2. POINT-SCORING SCHEDULE

Qualifications will be evaluated using the minimum following criteria (Total possible points = 100):

1). Proposer's Qualifications and Experience: 25 Points

Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Past performance on City projects may be considered.

2). Personnel Qualifications and Experience: 20 Points

Proposer's principal(s), years of experience and number of years with the firm/company. Proposer's location and experience of personnel assigned to the project, their projected educational background, certification and licensing that are deemed to meet the project requirements.

3). Project Approach: 25 Points

Proposer's familiarity with, and understanding of the project and their ability to innovate upon and complete the work.

4). Workload / Ability to meet Schedule: 20 points

Proposer's current workload, number of active projects, and availability to work on this project.

5). Historical Preservation Experience: 5 points

Proposer's familiarity with and knowledge of preservation of historic materials.

6). Proposer's Accessibility: 5 points

Proposer's geographic location and methods of accessibility through technology.

Price will NOT be considered in the selection process; however, the City reserves the right to terminate negotiations with the selected firm and proceed to another firm should fee negotiations fail. Selection of firms will be based on the entirety of the information submitted. Special emphasis shall be given to project team experience in successfully delivering similar projects within budgeted estimates and in adherence to developed schedules. The City reserves the right to award projects in a manner that is in the best interest of the City. It may combine, divide, add to, or reduce the scope of the work to the benefit of the City. It also reserves the right to perform portions of the work "in-house" with existing staff.

4. ADDITIONAL PROVISIONS OF THIS RFQ

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning any firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and a firm jointly execute a contract.

4.1. FINANCIAL CONDITION OF THE FIRM

The City may request that the Proposer provide an annual operating statement, completed income tax form, or other reasonably comprehensive evidence of financial condition. Financial data provided in response to this RFQ will be held confidential if marked "confidential".

4.2. DISCRETION OF THE CITY

The City reserves the right to request substitutions of sub-consultants. The City reserves the right to contact any firm/team to negotiate if such is deemed desirable by the City. The City of Greenville reserves the right to reject any or all SOQs. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any SOQ, whether or not something is stated to be mandatory and whether or not it is said that an SOQ will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit an SOQ. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion.

4.3. E-VERIFY COMPLIANCE

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

4.4. CONFLICT OF INTEREST

Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

4.5. FEDERAL LAW

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

4.6. WITHDRAWAL OF PROPOSALS

No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

4.7. SERVICES PERFORMED

All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

4.8. INDEPENDENT CONTRACTOR

It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers' compensation, pension or retirement benefits.

4.9. VERBAL AGREEMENT

The City will not be bound by any verbal agreements.

4.10. INSURANCE REQUIRMENTS

The Proposer must be willing and able to provide insurance coverage, bonding and forms required by the City. The insurance required for professional services can be found in **Appendix C, Section 6 of the Standard form of Agreement.**

4.11. IRAN DIVESTMENT ACT

Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

(Remainder of this page intentionally left blank.)

Appendix A: Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

(a) Designation of Confidential Records. The terms “Trade Secrets” and “record” are defined in (a)(1) (Definitions). To the extent that the Proposer wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the Proposer shall prominently designate the material as “Trade Secrets” at the time of its initial disclosure to the City. The Proposer shall not designate any material provided to the City as Trade Secrets unless the Proposer has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the City, the Proposer shall promptly disclose to the City the Proposer’s reasoning for designating individual materials as Trade Secrets. In providing materials to the City, the Proposer shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City’s use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “Trade Secrets” in accordance with this section. Whenever the Proposer ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

(1) Definitions.

“Trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

“Record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Greenville in connection with the Proposer’s SOQ.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may

- (1) decline the request for access,
- (2) notify the Proposer of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or
- (3) notify the Proposer of the request and that the City intends to decline the request.

Before declining the request, the City may require the Proposer to give further assurances so that the City can be certain that the Proposer will comply with subsection (c) (Defense of City).

(c) Defense of City. If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Proposer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the Proposer shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the Proposer. The City may require the Proposer to provide proof of the Proposer's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Proposer pursuant to this section. If the Proposer fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the Proposer.

APPENDIX B

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

City of Greenville MWBE Guidelines for Professional Service Contracts \$50,000 and above

These instructions shall be included with each bid solicitation.

**City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise Program**

**MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

| | CITY | |
|------------------------------|------|-----|
| | MBE | WBE |
| Professional Services | 4% | 4% |

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to sub consultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.

Minimum Compliance Requirements: All written statements, signed forms, or intentions made by the Submitter shall become a part of the agreement between the Submitter and the City for performance of contracts. Failure to comply with any of these statements, signed forms, or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a Submitter has made Good Faith Efforts, the City will evaluate all efforts made by the Submitter and will determine compliance in regard to quantity, intensity, and results of these efforts.

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)
_____ we propose to expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount with **WBE** firms.

| Name, Address, & Phone Number of Sub-Service Provider | *MWBE Category | Work description | % of Work |
|---|----------------|------------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Statement of Intent to Perform work without Sub-Service Providers

FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our
intent to perform **100% of the work required** for the _____ contract.
(Project Name)

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of sub consultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.

- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.

- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final sub consultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
 (Company Name)

_____ we will expend a minimum of _____%
 (Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount of the work with **WBE**.

| Name, Address, & Phone Number of Sub-Service Provider | *MWBE Category | Work description | % of Work |
|---|----------------|------------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of sub consultant: _____

Service provided: _____

Proposed Action:

___ Replace sub consultant

___ Perform work in-house

For the above actions, you must provide one of the following reasons (Please check applicable reason):

___ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

___ The listed MBE/WBE is bankrupt or insolvent.

___ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

___ The work performed by the listed subconsultant is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subconsultant is substantially delaying or disrupting the progress of the work.

If replacing sub consultant:

Name of replacement sub consultant: _____

Is the subconsultant a certified MWBE ? ___ Yes ___ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

___ Increase total dollar amount of work

___ Decrease total dollar amount of work

___ Add as an additional sub

consultant*

Please describe reason for requested action: _____

**If adding additional sub consultant:*

Is the sub consultant a certified MWBE? ___ Yes ___ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval_Y_N

Date _____

Signature _____

| |
|---------------------------|
| Pay Application No. _____ |
| Purchase Order No. _____ |

Proof of Payment Certification
 MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

Current Contract Amount (including change orders): \$_____

Requested Payment Amount for this Period: \$_____

Is this the final payment? ___Yes___No

| Firm Name | MWBE Category* | Total Amount Paid from this Pay Request | Total Contract Amount | Total Amount Remaining |
|------------------|-----------------------|--|------------------------------|-------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D) Date: _____

Date: _____

Certified By: _____
 Name

 Title

 Signature

Standard Form of Agreement Between Owner and Architect

The name of this Agreement is:

CONTRACT FOR DESIGN SERVICES RELATED TO THE EPPES PARK AND RECREATION CENTER RENOVATIONS

This contract is made and entered into as of the ____ day of _____, 20____, by the City of Greenville (“City”) and [name of firm] (“Designer”), *[indicate type of entity for instance:*

A corporation organized and existing under the laws of [name of State];
A professional corporation organized and existing under the laws of [name of State];
A professional association organized and existing under the laws of [name of State];
A limited partnership organized under the laws of [name of State];
A sole proprietorship; or
A general partnership.
a corporation organized and existing under the laws of *[name of State];*

Sec. 1. **Background and Purpose.** The Eppes Recreation Center is located at 400 Nash Street, Greenville, NC. The recreation center was developed on the former campus of the C.M. Eppes High School. The school was built in 1928 and was forced to close after a fire in 1971. All that remained was a portion of the high school building and the gymnasium. Currently the 24,260 S.F. building includes a multi-purpose room, an activity room, weight room, and gymnasium. Locker rooms, restrooms, and offices provide support space. In 2013, renovations to the recreation center was done. Walls were painted, the basketball court was resurfaced, the restrooms were renovated, and disability access points were added. The weight, game, and multipurpose rooms were also renovated. There are three rooms dedicated to the C.M. Eppes alumni and three rooms are also used for the Police Athletic League (PAL) for an after school program.

In an effort to address much needed upgrades and renovations to the Eppes Recreation Center, the City is seeking professional architectural services for the provision of contract documents that includes construction documents, project manual, technical specifications and a statement of probable cost. The project focuses on major renovations to the main entrance that will include ADA renovations, reception area, and include security measures. Additionally the project will include a new teen room, renovations and updates to the weight room, installation of new HVAC in the Eppes Alumni and PAL areas, and renovated office and computer lab areas.

Site improvements for the project include ADA accessibility, resurfacing of one paved parking lot, and landscaping

Sec. 2. **Services and Scope to be Performed.** The Designer shall Provide design services as follows:

2.1 **Schematic Phase:** Facilitate design meetings with the City to develop design solutions based on the program elements for the Eppes Recreation Center. The Designer shall confirm all existing

conditions documentation with the city, and prepare design studies including demolition, preliminary floor plans and site/civil plans. The Designer shall submit schematic plans (25% completion of Construction Documents) for review, comment and approval by the City. A preliminary probable cost statement prepared by an independent estimator shall accompany the schematic drawings to ensure budget control.

2.2 Design Development: The Designer shall provide design Development Documents (65% completion of construction documents), that include demolition plans, floor plans, sections and elevations, and outline specifications. In addition to architectural drawings, the Design Development documents shall include plumbing, mechanical engineering, electrical engineering, and other related disciplines required for the successful completion of the work. The final submittal of the Design Development documents shall include a statement of probable cost by an independent estimator to ensure budget control. The Designer shall submit Design Development documents to the City for a review and final approval prior to proceeding with the Construction Documents Phase of the Project.

2.3 Construction Documents: The Designer shall submit construction documents at 95% completion, for final review and comment by the City. The final submittal of bid documents shall be a sealed and signed set of construction documents detailing the work as it relates to materials, workmanship, finishes, and equipment required. The bid documents shall include plans, specifications, and a final statement of probable cost prepared by an independent estimator.

In addition, the Designer shall provide the City with an electronic copy of the construction documents and an electronic copy of the technical specification in Microsoft Word or PDF format.

2.4 Construction Budget: The Designer shall provide complete construction documents For the renovations of the Eppes Recreation Center that has 24,260 square feet of building space, and has a maximum price for construction of \$1,000,000.00. The price shall include materials, labor, equipment, permits, testing and construction inspection/administration.

Sec. 3. Complete Work without Extra Cost. The City shall pay the Designer for the Work as follows: The City shall not be obligated to pay the Designer any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 4. Compensation. The City shall pay the Designer for the Work as follows:

The Designer shall be compensated on a monthly basis based on the completed services outlined below.

PHASE
Schematic Design
Design Development
Final Construction Documents

Sec. 5. Designer's Billings to City. The Designer shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City

receives an invoice, the City shall send the Designer a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. The Designer shall not commence services under this Contract until the Designer has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination. Insurance requirements are as follows:

A. Public Liability and Property Damage:

The Designer shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operation be by himself or by any sub-consultant, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the City. The City of Greenville shall be named as an additional insured on all coverage.

B. Other Insurance:

The Designer shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

C. Workers Compensation.

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

D. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than ten (10) days after mailing written notice to the assured of such cancellation.

E. Proof of Carriages:

The Designer shall furnish the City with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the City.

F. Sub-Consultants:

If any part of the services to be performed under this Contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Designer will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Designer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Sec. 7. Performance of Work by City. If the Designer fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Designer notice of its intention. The Designer shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Attachment A – Compensation for Additional Services

In case of conflict between an attachment and the text of this Contract excluding the attachment, the text of this Contract shall control.

Sec. 12. Termination for Convenience (“TFC”). (a) *Procedure*. Without limiting any party’s right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Designer written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, and upon the City’s payment to Designer of monies due, the Designer shall deliver to the City all project documents, including partly completed project documents, provided however that the City assumes all risk for use of the project documents after TFC, and the Designer shall be relieved of any liability whatsoever. In case of TFC, the Designer shall follow the City’s instructions as to which Subcontracts to terminate. (c) *Payment*. The City shall pay the Designer an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the Subcontracts, but excluding profit for the Designer. Within 20 days after TFC, the City shall pay the Designer a one hundred dollar TFC fee and for all services performed except to the extent previously paid for. Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the services been completed except to the extent it would be inequitable to either party, and if services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for such services. The Designer shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 13. Notice. (a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City of Greenville:
c/o Greenville Recreation and Parks Department
P.O. Box 7207
Greenville, NC 27835

To the Designer:

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 14. Indemnification. The Designer shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Designer or any sub-consultant or other persons employed or utilized by the Designer in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Contractors, agents, officers or employees.

Sec. 15. Miscellaneous.

(a) Choice of Law and Forum. This Contract shall be deemed made in Pitt County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Designer shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Designer and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Designer's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Designer the right to assign, it is agreed that the duties of the Designer that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. Consistent with the Standard of Care set forth in this Contract, in performing all of the services, the Designer shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS DESIGNERS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBDESIGNERS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Designer agrees as follows: (1) The Designer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Designer shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Designer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Designer shall in all solicitations or advertisement for employees placed by or on behalf of the Designer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Designer shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding. (4) In the event of the Designer's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Designer ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Greenville, the Designer shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every Subcontract related to this Contract so that these EEO provisions will be binding upon such sub-Designer and vendors.

(j) No Third Party Rights Created. This Contract is intended for the benefit of the City and the Designer and not any other person.

(k) Principles of Interpretation and Definitions. In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Contracts and agreements shall be deemed to

include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this Contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Contract. (5) “Duties” includes obligations. (6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word “shall” is mandatory. (8) The word “day” means calendar day.

(l) Modifications. Entire Agreement. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

(m) Standard of Care In rendering its services under this Contract, the Designer shall exercise that degree of care which an Designer of ordinary skill and prudence practicing in Pitt County, North Carolina or similar communities would exercise under the same or similar circumstances.

(n) Hazardous Materials. Designer shall have no responsibility or liability for the discovery, presence, identification, evaluation, handling, removal or disposal of or exposure of persons to hazardous (or allegedly hazardous) materials in any form at the project, including but not limited to asbestos, mold, mildew, PCB or other toxic substances.

(o) E-verify compliance

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

(p) Iran Divestment Act

Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE:

[COMPANY NAME]

BY: _____
Ann E. Wall
City Manager

BY: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control act.

BY: _____
Byron Hayes, Director of Financial Services

Account: _____

ATTACHMENT A – COMPENSATION FOR ADDITIONAL SERVICES

The City shall compensate the Designer for approved additional services and payments, fees, and expenses shall be based on fee schedule below:

- Project Engineer.....
- Staff Engineer.....
- Landscape Architect.....
- Planner.....
- Technician.....
- Designer.....
- Senior Construction Administrator.....