

Recreation and Parks Department

2000 Cedar Lane
Greenville, NC 27858

Request for Qualifications (RFQ)

Date of Issue: **August 11, 2015**



Town Common Phase I Renovations Design Development

Through this RFQ the City of Greenville is soliciting Statements of Qualifications from design firms for the provision of design development documents related to Phase I of the Town Common Renovations.

Project Manager Contact Information:

Lamarco M. Morrison, Parks Planner
City of Greenville
Greenville Recreation and Parks Department
Parks Division
(252) 329-4242

lmorrison@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

Town Common, Greenville’s most visible civic space, sits on 20 acres of open space. Located at 105 East 1st Street, this centrally located resource is unique in that it is located between the Uptown Central Business District and the Tar River. The park is heavily used for events, but highly underutilized by the public on a day to day basis. With the continued growth and development of Greenville’s urban core, the needs and desires of Greenville’s citizens have evolved into a renewed interest in open spaces, urban parks and connectivity to Uptown. As Greenville continues the trend of revitalizing its urban core, Town Common has become an integral part of Uptown development. To capitalize on the momentum of Uptown development, the City completed the Town Common Master Plan, which offered a holistic overview for revitalizing the park, and recommended implementation phases that would enable the City to plan financially for future development. The next step in the design process is to obtain design development documents that will define the first phase of improvements at Town Common, and provide more accurate cost estimates.

The goal of the Town Common Design Development Phase I Project is to develop refined plans, specifications, and cost analysis for the successful implementation of the Phase I Town Common Improvements. Phase I focuses on major improvements to eight acres of the park including a Sycamore Baptist Church plaza and commemoration tower, streetscape along 1st street, renovated boat ramp, signature sprayground, playground area, parking lot improvements and pedestrian circulation. Additionally, Phase I shall include a 5,000 sq. ft. building that houses a concession stand, space for canoe/kayak rentals, restroom facilities and a mechanical equipment room. The City of Greenville is soliciting Statements of Qualifications (SOQ) from engineering, architectural and landscape architectural firms for the provision of design development documents that shall include a site schematic plan, 65% construction drawings, technical specifications and a statement of probable cost.

2.1. BACKGROUND

In spring of 2009, staff from the Recreation and Parks and Community Development Departments completed a series of public meetings to gain input on future renovations at Town Common. Using public feedback as the basis, on June 11, 2009 City Council authorized City staff to proceed with an RFQ for the master planning of improvements at Town Common. Subsequently, the City selected a design consultant in the fall of 2009 to complete the master plan.

In early 2010, the design consultant facilitated meetings with City staff, stakeholders and citizens to review concept plans, and to elicit comments on the direction of the master plan. Using the comments generated through the public input meetings, a schematic site plan was created, which would later become the framework of the Town Common Master Plan. The master plan was completed in the fall of 2010, having achieved the goals set by the City to provide a master plan that:

- Maximized the full potential of the park;
- Addressed park deficiencies and safety; and
- Addressed the needs and desires of citizens and stakeholders.

On November 8, 2010, City Council adopted the Town Common Master Plan, and incorporated it by reference into the Comprehensive Recreation and Parks Master Plan, and the Center City Redevelopment Plan. The master plan, shown in **Appendix C**, depicts the park elements of the overall proposed renovations at Town Common, and highlights Phase I of the renovations required for the design development documents phase of the project.

2.2. SCOPE OF SERVICES

The City of Greenville seeks qualified firms, or design teams, for professional services related to the provision of the Town Common Phase I Design Development Documents. These documents shall include a schematic site plan, 65% construction drawings, technical specifications and a statement of probable cost. Town Common Phase I consists of improvements to eight acres within the park, and streetscape improvements to the north side of 1st Street.

The Designer shall prepare design development documents for the South Greenville 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 in the Phase I improvements. The Designer shall confirm all existing conditions documentation with the city, and prepare a schematic design study that includes demolition, preliminary floor plans and site/civil plans. The Designer shall submit schematic plans for review, comment and approval by the City. A preliminary probable cost statement prepared by a third party 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 boundary / topographical survey, demolition, site plan, civil plans, planting plan, architectural plans, plumbing plans, mechanical plans, electrical plans, sections and elevations, detail sheets, 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 a third party estimator to ensure budget control.
- c. Final Submittal: The Designer shall submit three sets of design development for final review and comment by the City. Provide the City with an electronic copy of the design development documents in AutoCAD LT (or a version that can be viewed in AutoCAD LT 2009) and an electronic copy of the technical specification in Microsoft Word.

2.2.1. CONSTRUCTION BUDGET – The Designer shall provide complete design development documents for Phase I of the renovations at Town Common and the north side of 1st Street that has a maximum price for construction of **\$3,065,000**. The construction price shall include materials, labor, equipment, permits, testing and construction inspection / administration.

2.3. 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 Town Common plans that can assist the Designer 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 copies of relevant City of Greenville plans, studies, master plans, ordinances, design guidelines and special plans of the project area.
- d. Providing the Designer with a summary of the findings from previous related Public Input Sessions.
- e. 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.

2.4. CONTRACT

It is the City's intention to use the contract that is attached as **Appendix D**. 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 a Statement of Qualifications (SOQ), in electronic format only to Lamarco. M. Morrison at lmorrison@greenvillenc.gov. Any Proposer having an SOQ with more than 10 megabits should submit it using one of the following methods:

- a. Download the SOQ the City of Greenville ftp site at <ftp://ftp.greenvillenc.gov/>. To view this ftp site in Explorer: press Alt, click **View**, and then click **Open FTP Site in File Explorer**.

Use the Username **PublicUser**, Password is **publicuser**. Locate the folder labeled "Town Common Design Development", and drag your electronic SOQ to that folder. Make sure the name of your firm and contact information is labeled on or within your file.

- b. Email a link to your firms ftp site to download the SOQ. Include the required username and password along with your ftp address.
- c. Provide a link to download the SOQ via Dropbox.
- d. Provide a CD or thumb drive with the SOQ, via hand delivery or by shipping to 2000 Cedar Lane, Greenville, NC 27858

Each firm is solely responsible for the timely delivery of its SOQ. All SOGs must be received **by 2:00 pm local time on Tuesday, September 8, 2015**. It is the responsibility of the Proposer to confirm receipt of their SOQ, either by email or calling immediately after the SOQ has been submitted. The phone number is (252) 329-4242. **No Qualification Packages will be accepted after this deadline.** Firms accept all risks of late delivery regardless of fault.

3.1. PRESUBMITAL MEETING

The City will conduct a pre-submittal in the Recreation and Parks Administration Offices – Jaycee Park, 2000 Cedar Lane, Greenville, NC 27858, **2:00 PM local time, on August 25, 2015.** Attendance is strongly recommended and the City may consider attendance in deciding on the award of the contract. Attendees should be familiar with the requirements of this RFQ.

3.2. 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 11, 2015
Pre-submittal meeting	August 25, 2015
SOQs submitted.....	September 8, 2015
Evaluation procedure complete.....	September 18, 2015
Short Listed Consultant Interviews	September 28, 2015
Council contract approval.....	October 19, 2015

3.3. 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 (double sided), 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.

3.3.1. 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 Town Common Phase I Renovations Design Development."

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.

3.3.2. 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: _____

3.3.3. 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.

3.3.4. 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. **Do not include your consulting fee as part of the project cost.**

3.3.5. 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.

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

3.3.6. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) 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 adopted a Minority and Women Business Enterprise (MWBE) 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 MWBE 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 "MWBE Professional Services Forms" included in **Appendix B. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.**

Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4862.

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. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

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.

See Appendix B for a copy of the MWBE Professional Services Forms to include in proposal. Include the completed forms behind "Tab 3" to be attached to the SOQ.

3.4. 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.

3.5. COMMUNICATION GUIDELINES AND QUESTIONS

Firms may submit written questions concerning this RFQ to the Project Manager for receipt no later than **5 pm local time on Tuesday, September 2, 2015**. Any questions about the RFQ should be submitted, in writing to:

Lamarco M. Morrison, Parks Planner
City of Greenville
Recreation Department
PO Box 7207
Greenville, NC 27834-7207

or via Email: lmorrison@greenvillenc.gov

or via fax: (252)329-4062

Questions received after the stated deadline will not be answered. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ, and changes to the RFQ, if any, shall be made in writing only and issued in the form of an Addendum to the RFQ.

3.6. COMPENSATION

Compensation will be negotiated with the successful Proposer.

3.7. 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.

3.7.1. 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 assigned by the Project Manager 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.

3.7.2. POINT-SCORING SCHEDULE

Qualifications will be evaluated using the minimum following criteria (Total possible points = 95):

1). Proposer's Qualifications and Experience: 30 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: 20 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). Proposer's Accessibility: 5 points

Proposer's geographic location and methods of accessibility through technology per the project requirements mentioned in Section 3.9.

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".

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 E, Section 6 of the Standard form of Agreement**.

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.

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.

**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 subconsultants. 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 subconsultants. *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 subconsultant 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 _____

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 subconsultant: _____

Service provided: _____

Proposed Action:

___ Replace subconsultant

___ 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 subconsultant:

Name of replacement subconsultant: _____

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 \$ _____

Other Proposed Action:

Increase total dollar amount of work Add as an additional subconsultant*
 Decrease total dollar amount of work Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

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 \$ _____

Interoffice Use Only:
Approval <input type="checkbox"/> Y <input type="checkbox"/> 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)

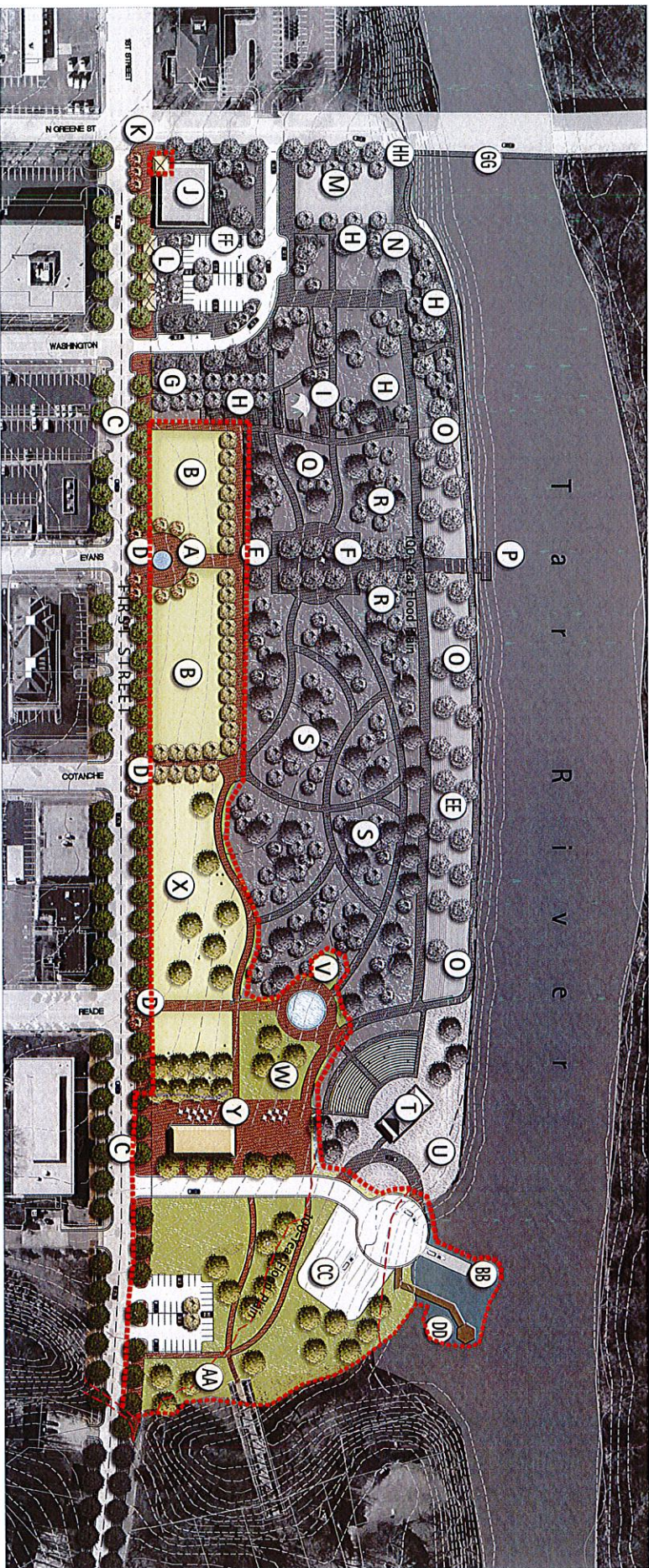
Date: _____ Certified By: _____ Name _____

_____ Title _____

_____ Signature _____



FINAL SCHEMATIC SITE PLAN



- The recommendations and opportunities are identified on the Schematic Site Plan with letters that correspond with the following list:
- A. Gateway Plaza
 - Entry fountain
 - Flagpoles and memorials
 - B. Elevated formal green with vendor spaces
 - Narrow First Street on-street parallel parking
 - Integrate street trees and furnishings
 - C. Entry plaza
 - Provide 15'-20' sidewalk
 - D. Evans Street Promenade
 - Sun Dial Memorial
 - Civic Building with outdoor river view patio
 - Sycamore Hill Baptist Church Commemoration Plaza with integrated tower
 - E. Plaza with retail space
 - Museum green
 - River Promenade with shade trees and "pavot" swings
 - River overlook with flood memorial
 - Natural and Imaginative Play
 - Flexible Memorial gardenwalk
 - Reflected amphitheater with changing rooms
 - "Backless" shell with river views
 - Secondary use as picnic shelter
 - Tiered seating for approximately 2,000 patrons
 - Interactive service access
 - Removal of bulbhead for maintained river access
 - Interactive fountain
 - Active play
 - Informal green with vendor services
 - F. Retail plaza
 - Restrooms
 - Bath/hibe rental
 - Cafe
 - Outdoor seating
 - Retail
 - G. Education Center
 - AA. Greenway connection
 - BB. Renovated boat ramp
 - CC. Boat trailer/service parking
 - DD. Fishing pier
 - Built-in shade structure
 - Kayak launch
 - Dependent ramp
 - Vegetated slope
 - E. Surface parking
 - GG. Green Street Bridge/Fliver Park North connection
 - HH. Possible Greenway Connection

Standard Form of Agreement Between Owner and Architect

The name of this Agreement is:

CONTRACT FOR PROFESSIONAL SERVICES RELATED TO THE TOWN COMMON PHASE I DESIGN DEVELOPMENT DOCUMENTS

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 goal of the Town Common Design Development Phase I Project is to develop refined plans, specifications, and cost analysis for the successful implementation of the Phase I Town Common Improvements. To achieve this goal, the City of Greenville is soliciting Statements of Qualifications (SOQ) for professional services from engineering, architectural and landscape architectural firms for the provision of design development documents that include a Phase I site schematic plan, 65% construction documents, technical specifications and a statement of probable cost. The project focuses on major improvements to approximately eight acres of the park and introduces new park elements that include a 4,500 sq. ft. building that houses a concession stand, canoe/kayak rental, restrooms and a mechanical equipment room. Additionally the project will include a commemoration tower and plaza, streetscape along 1st street, renovated boat ramp, signature sprayground, playground area, parking lot improvements and pedestrian circulation.

Sec. 2. Services and Scope to be Performed. The Designer shall prepare design development documents for the South Greenville Recreation Center with the following building program elements:

2.1. Schematic Phase: Facilitate design meetings with the City to develop design solutions based on the program elements in the Phase I improvements. The Designer shall confirm all existing conditions documentation with the city, and prepare a schematic design study that includes demolition, preliminary floor plans and site/civil plans. The Designer shall submit schematic plans for review, comment and approval by the City. A preliminary probable cost statement prepared by a third party 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 boundary / topographical survey, demolition, site plan, civil plans, planting plan, architectural plans, plumbing plans, mechanical plans, electrical plans, sections and elevations, detail sheets, 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 a third party estimator to ensure budget control.

2.3. Contract Deliverables: The Designer shall submit three sets of design development for final review and comment by the City. In addition, the Designer shall provide the City with an electronic copy of the design development documents in AutoCAD LT (or a version that can be viewed in AutoCAD LT 2009) and an electronic copy of the technical specification in Microsoft Word.

2.4. Construction Budget: The Designer shall provide complete design development documents for Phase I of the renovations at Town Common and the north side of 1st Street that has a maximum price for construction of **\$3,065,000**. The construction 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: [scope and compensation shall be discussed during the contract negotiation period with firm awarded the contract]

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 Phase

Design Development

Final Contract Deliverables

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
The fax number is (252) 329-4062

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.

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: _____
Barbara Lipscomb
City Manager

BY: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____
David A. Holec, 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: _____
Bernita W. Demery, CPA, Director of Financial Services