



**Update to *Historic District and Local
Landmark Design Guidelines***

Request for Proposal

RFP# 24-25-41

**Proposal Due Date: May 5, 2025 @ Noon
Eastern Standard Time (EST)**

Contact Person: Chantae Gooby

Title: Chief Planner

Phone Number: 252-329-4507

Email Address: cgooby@greenvillenc.gov

Date: April 14, 2025

Subject: Update to *Historic District and Local Landmark Design Guidelines*

Contact: Chantae Gooby, Project Manager

The City of Greenville Planning and Development Services is now accepting proposals for the *Historic District and Local Landmark Design Guidelines (Design Guidelines)* to be updated and refined. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the “RFP”).

Sealed proposals endorsed **Update to *Historic District and Local Landmark Design Guidelines*** to be furnished to the City of Greenville (the “City”) will be received by the Planning and Development Services at 201 W. 5th Street, Greenville, NC or the following Drop Box Address: <https://www.dropbox.com/request/V0O94UMG6NZqPSP0aRoy> until **May 5, 2025 at 12:00 Noon EST**. The City reserves the right to reject any or all proposals.

This RFP outlines a description of the services sought and the documents interested firms must submit plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Chantae Gooby
[Name of Company Submitting Proposal]
Update to *Historic District and Local Landmark Design Guidelines*
RFP# 24-25-41

Proposals are limited to ten (10) pages (not inclusive of the cover letter or appendices) and shall be typed on 8 ½” x 11” sheets, single spaced, one sided. Proposals containing more than ten (10) pages will not be considered.

Proposals submitted after this deadline or to any location other than that listed above will not be considered. Firms submitting fewer copies than required will not be considered.

Written questions concerning this RFP may be submitted until 5:00 PM Eastern Standard Time (EST), Monday, April 21, 2025 to Chantae Gooby, Chief Planner by email only at cgooby@greenvillenc.gov. All questions with written responses will be placed online at the City’s website. Please insert RFP# 24-25-41 in the subject line.

SECTION ONE

GENERAL INSTRUCTIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **WITHDRAWAL OF PROPOSAL:** No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.
5. **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.
6. **LOCAL PREFERENCE:** The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.
7. **TAXES:** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.
8. **CITY RIGHTS AND OPTIONS:** The City, at its sole discretion, reserves the following rights:
 - To supplement, amend, substitute or otherwise modify this RFP at any time.
 - To cancel this RFP with or without the substitution of another RFP.
 - To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
 - To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.
 - To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.

- To negotiate a contract with a Service Provider based on the information provided in response to this RFP.

9. PUBLIC RECORDS: Any material submitted in response to this solicitation will become a “public record.” Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

10. ACCURACY OF SOLICITATION AND RELATED DOCUMENTS: Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants. If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

11. EXPENSE OF SUBMITTAL PREPARATION: The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

12. PROPOSAL BINDING: This proposal is binding for a period of ninety (90) days.

SECTION TWO

PROPOSAL

1. INTRODUCTION

The City of Greenville is asking for proposals from qualified consultants in response to the specifications outlined in this request to update the *Design Guidelines*. The consultant will be expected to work closely with and be responsive to the City Staff and the Greenville Historic Preservation Commission (the “Commission”) on developing *Design Guidelines* that are in compliance with relevant sections in the North Carolina General Statutes and the *Secretary of the Interior’s Standards for Rehabilitation* and should clearly establish the exterior features that are under the purview of the Commission.

These standards are used by City staff and the Commission to make defensible determinations regarding proposed work in the City’s local College View Historic District and 33 local historic landmarks. These standards are used in issuing Certificates of Appropriateness (COA), and to otherwise administer the historic district zoning overlay.

2. BACKGROUND

The City’s *Design Guidelines* was last updated in 2014. Since that time, North Carolina General Statutes Chapter 160D has been enacted and the City is currently creating a Unified Development Ordinance. The *Design Guidelines* needs to be updated to be in conformance with State and local laws and ordinances.

3. DESCRIPTION OF SERVICES (SCOPE OF WORK)

A. GOAL/OBJECTIVES

The City’s new *Design Guidelines* should feature the following:

- Consistency of, and appropriate references to all associated regulations within the North Carolina General Statutes and conform with the *Secretary of the Interior’s Standards for Rehabilitation*;
- A user-friendly format accessible and understandable by a wide variety of audiences with “plain language”, where possible, while still maintaining precision;
- Replacement of permissive terms, such as ‘may’ with imperative terms, such as ‘shall’ or ‘must’;
- Inclusion of the use of alternative materials as acceptable replacements for original materials in certain situations;
- Inclusion of innovative and user-friendly diagrams, photographs, tables, flow charts to complement and minimize narrative while using photographs, to the extent possible, of local properties;

- Ensure essential words used in the current Glossary and/or text of the document are moved into a Definition Section and revise incorrect/inadequate terms;
- Capable of being modified in the event of modifications/amendments;
- Revisions to address inconsistencies with the City's Unified Development Ordinance that is currently being drafted and *Horizons: Greenville's Community Plan*; and
- Review of the City's Historic Preservation Commission Ordinance to address any inconsistencies with state .

B. Expected Deliverables

The following deliverables are expected to be provided to City Staff, the Commission, and City Council, and the selected consultant will finalize tasks necessary to achieve the project expectations:

- Evaluation of the existing *Design Guidelines*, documents, and data; Identification of potential solutions and approaches to make the regulations and review processes more responsive to current development practices and emerging trends as decided by the Director of Planning and Development Services.
- Provide minutes relative to all meetings held. Review the minutes and provide on-going updates as needed/requested to keep all parties up to date of this update and processes.
- This project will require multiple visits to our jurisdiction and both (in-person and virtual meetings) with members of the Commission, City staff and management, and general public. Please include information outlining your thoughts/plans on the number of visits projected and brief outline/agenda of the visits. All schedules and meetings are to be planned and coordinated by awarded RFP firm.
- Provide monthly status reports on project progress for internal review and evaluation.
- Present, provide presentation materials, and perform community outreach efforts to gather feedback from citizens, historic property owners, and the Commission with a minimum of at least one public outreach meeting.
- Submit a draft of the *Design Guidelines*: All compiled data generated over the course of the project, and final documents in a file format that the City has the ability to review and amend for submission to the consultant to update for preparation of a final copy of the *Design Guidelines*. Prepare and present proposed changes to the Commission as part of the adoption process.
- Complete a final draft of the *Design Guidelines*:
- Final design files be simple to update over the life of the *Design Guidelines* and not dependent on specialized software of third-party platforms. This includes any text and

graphic files (i.e., illustrations, graphics, flowcharts, dashboards, tables, etc.), which, at minimum, should be provided in the following formats:

- Digital PDF version that is word searchable and able to be hosted on the City's website and/or codified in Title 9 of the City Code of Ordinances by American Legal.
 - Two (2) printed copies.
 - The City of Greenville shall be provided sole property rights to all manual and electronic originals.
- Host a project website through adoption of the *Design Guidelines*, and provide technical assistance, as necessary, for one year following.
- The overall update process will be complete when it is adopted by the City Council; however, if any edits are included with the adoption of the *Design Guidelines*, the process is complete when an updated version is provided to staff following the adoption of the *Design Guidelines* .
- Establish a schedule of meetings and/or presentations at major milestones in the project, and at minimum, provide presentations on the following:
 - Meet with the Commission and City Staff Major milestones, include:
 - Project kick-off meeting to provide an overview of the *Design Guidelines*;
 - Showcase highlights of major changes to the *Design Guidelines* and draft presentation to Commission;
 - Presentation of final draft for adoption to Commission;
 - Presentation of Adopted *Design Guidelines* and review of revisions to Title 9, Chapter 7 Historic Preservation Commission to City Council at Workshop; and
 - Public Hearing for Text Amendment for the revisions to Title 9, Chapter 7 Historic Preservation Commission at Council.

Expected City Staff Responsibilities

The City staff will fulfill the following roles during this project:

- Designate a project coordinator to serve as the liaison between the City and consultant.
- Assist with coordinating project meetings.
- Prepare and advertise notices for the public hearings of the Historic Preservation Commission for the adoption of the *Design Guidelines* and of the City Council for adoption of the revised Title 9, Chapter 7, Historic Preservation Commission.
- Develop notices and advertising for project meetings.

4. TERMS OF AGREEMENT

Should your submitted RFP be selected, work shall be completed, including all public meetings/analysis/assessment/proposed *Design Guidelines* information shall be completed within twelve (12) months from the date of an approved contract

5. PAYMENT

- Payment of 30% of the RFP price after satisfactory completion of Evaluation of the existing *Design Guidelines*, documents, and data; Identification of potential solutions and approaches to make the regulations and review processes more responsive to current development practices and emerging trends as decided by the Director of Planning and Development Services.
- Payment of 30% upon satisfactory completion of scheduled dates and agenda for public meetings, conducting the public meetings, compiling/review data and comments from meetings, and providing a draft *Design Guidelines* to the Commission.
- Payment of 20% after Presentation of Final Draft to the public.
- Final Payment of 20% after satisfactory completion of a final assessment of all RFP items resulting in a full *Design Guidelines* adoption for the City of Greenville.

PROPOSAL CONTENTS

The proposal shall provide elements listed below along with any supporting documentation you feel is needed and will contribute to the evaluation of the proposal. However, under no circumstances should proposals exceed ten (10) pages (***not inclusive of the cover letter or appendices***), typed on 8 ½" x 11" sheets, single spaced, one sided.

- A. Letter of Transmittal - the submission must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services. Additionally, we request that firms identify if they are a certified Historically Underutilized Business (HUB) by the NC HUB Office, and this letter should acknowledge any addenda presented by the City of Greenville. All addenda will be issued via the City's Purchasing Website at <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>
- B. Firm's Background and History – provide a brief summary of your firm, including number of years' experience, ownership structure, firm size, competitive advantages, any potential conflicts of interests, locations of offices, current firm capacity to accept this

project, and any claims, litigation or other legal/regulatory proceeding, investigation or disciplinary action related to services to be provided herein.

- C. Qualifications - describe your firm's qualifications to complete this project, including detail to describe factors that make your firm ideally or uniquely suited to perform the services and description of similar projects completed. Highlight the project manager's experience on relevant projects as well as their availability to manage this multi-year project.
- D. Project Team Members - provide a team organizational chart capturing all team members' names and titles, including a land use attorney and any sub-consultants, their roles and responsibilities in this project and specific area expertise, level of involvement by percentage in this project, and brief background of their work with your firm.
- E. Project Approach- provide a detailed project approach and process description that explains the steps your company will take to meet the goals and objectives and ensures the provision of services outlined in number 3, *Description of Services (Scope of Work)* (pg. 5), runs smoothly. Describe how the Consultant team will work with the City to develop an overall plan strategy that includes a significant amount of public outreach, creates opportunities to test applicability on local sites, clearly delineates opportunities for staff involvement and staff created deliverables and provides a completed end product and methods to implement. Also, consider how other local non-profit and community organizations as well as educational institutions can support the initiative, where permissible.
- F. Number of Anticipated Visits- include information outlining your perspective and strategy on the number of visits projected and brief outline/agenda regarding each visit. Indicate the costs for additional visits if the City asks for same.
- G. Projected Timeline- provide a project schedule to accomplish the details/task as outlined in number 3, *Description of Services (Scope of Work)*.
- H. Past Record of Performance and References - provide a list of current and past clients (within the past five (5) years), including pertinent contact information name, phone number and email address, and a summary of services provided for at least three (3) similar projects. Identify clients that are similar to the City of Greenville (i.e., size, complexity, location) and provide highlights of the project's issues, solutions, complexities and approach to resolve. Also, include links to completed documents and please indicate whether or not the schedules were met, deliverables were on time and the total performance was considered satisfactory.
- I. Cost/Budget – Individual itemization can be provided; however, a final “all costs” shall be shown as a lump sum fee, including travel. Provide a per visit cost for *additional* site visits requested by the City. The City is not obligated for expenses not specifically listed.

6. **QUESTIONS**

Written questions concerning this RFP may be submitted until 5:00 PM Eastern Standard Time (EST), Monday, April 21, 2025 to Chantae Gooby, Chief Planner by email only at cgooby@greenvillenc.gov. All questions with written responses will be placed online at the City's website. Please insert RFP# 24-25-41 in the subject line.

7. **SELECTION PROCESS**

Following is a general description of the selection process:

- All qualified firms who submit responsive, responsible proposals will be considered.
- The proposals received in response to this solicitation will be evaluated and ranked, by the Evaluation Committee in accordance with the process and evaluation criteria contained below.
- Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred.
- After thoroughly reading and reviewing this solicitation, each Evaluation Committee member shall conduct their independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth below.
- The Evaluation Committee may, at the City's discretion, shortlist a minimum of three (3) firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the **SUBMISSION SCHEDULE AND KEY DATES** at the end of this solicitation.

8. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION**

It is the policy of the City 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.

9. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Greenville is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

10. TITLE VI NONDISCRIMINATION NOTIFICATION

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

11. SELECTION CRITERIA

Criteria for the selection of the Consultant will include the following and their respective weights:

Content	Available Points
Letter of Transmittal	5 points
Firm's Background and History	10 points
Qualifications	25 points
Project Approach	35 points
List of References	10 points
Cost/Budget	10 points
Local Vendor	5 points
Total	100 points

North Carolina firms qualified to do the required work will be given priority consideration. A North Carolina firm is a firm that maintains an office in North Carolina staffed with an adequate number of employees judged by the City/Department to be capable of performing a majority of the work required.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed MWBE participation will be given priority consideration.

An interview phase may or may not be a part of selection for this project. If an interview phase of the selection process is deemed necessary after the initial review of proposals, interviewees will be evaluated based on the following criteria:

1. Overall quality of project presentation
2. Team dynamic
3. Quality of answers provided during the interview

Once a preferred firm is chosen, the City will work with the project team to develop a more detailed scope of services to be included in the project contract. The City reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

12. SUBMISSION SCHEDULE AND KEY DATES

Event	Date and Time
Issuance of RFP	April 14, 2025
Deadline to Submit Questions	April 21, 2025 (5:00 PM EST)
Answers to Questions Provided	April 25, 2025 (5:00 PM EST)
Proposals Due	May 5, 2025 (12:00 PM Noon EST)
Selection	May 16, 2025 Projected
Anticipated Project Start Date (Notice to Proceed)	August, 2025

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
2. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
3. **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
4. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City shall not be obligated to make payment to the Contractor for any services performed under this contract.

5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) 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. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City, and as such, Contractor, 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, worker's compensation, pension or retirement benefits.
8. ***NEW UPDATE:** General Contractor(s) are responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registration prior to contract award. **All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal *prior* to the rendering of goods or services.**

Registration as a vendor with the City of Greenville is the responsibility of prime or subcontractor/consultant, and requires the prospective new vendor to submit a W-9, and complete the registration through the City's vendor portal at the following web address:
<https://selfservice.greenvillenc.gov/vss/Vendors/default.aspx>.

If the prospective new vendor is *only* providing service(s) as a subcontractor/consultant, submission of payment information is not necessary at the time of registration. General Contractors must provide total amounts paid to MWBE subcontractors with each payment application/invoices.
9. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
10. **INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W.

Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services

11. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract.
12. **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.
13. **IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
14. **ADVERTISING:** The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.
15. **FORCE MAJEURE:** Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract,

neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

16. ASSIGNMENT: This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

17. CONFLICT OF INTERESTS:

- a. Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

18. **TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition,

the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).