



City of Greenville
Request for Letters of Interest (RFLOI)
Greenville Area Transit Integrated Mobility & Enhancement Plan – RFP# 20-21-34

Addendum #3

Date of Addendum: May 3, 2021

Reason for Addendum: Answers to Questions

Addendum issued by: Ryan Mayers, Transit Manager

1. **Question:** Seeing as how the addendum is issued on Thursday, April 29, and the proposals are due on the following Monday, May 3, could we request an extension on the proposal deadline?
Answer: The new deadline is Monday, May 10, 2021 at 12:00pm
2. **Question:** We wanted to confirm that this is a 100% electronic submission?
Answer: Yes
3. **Question:** Are covers (not cover letter) and tabs included in the 25 page limit?
Answer: All pages count. The page count is now 50.
4. **Question:** Does the LOI submittal need to have both women owned and minority or can it be one or other? If we need to use only one firm meeting these criteria, is the required percentage 4% or 8%.
Answer: The City of Greenville has a separate minority and women-owned business enterprise goal; therefore, a firm must make a good faith effort to achieve each goal individually. Meeting or exceeding one goal does not satisfy the effort to achieve both.
5. **Question:** Are resumes included in the 25-page limit?
Answer: All pages count. The page count is now 50.
6. **Question:** The HUB website doesn't give a distinction between Women Owned Businesses and Minority Owned Businesses. Is there another database that can be consulted for this topic?
Answer: The HUB Office provides a designation by minority group – see example below:

Page 1 of 1 Total of 1 records found

| Company Name | Address | City, State | County | Zip | Contact Info | HUB | NC SBE | Small Bus. |
|----------------------------------|---------------------|----------------|--------|-------|---|-----|--------|------------|
| BURNEY & BURNEY CONSTRUCTION INC | 3410 Memorial Drive | GREENVILLE, NC | PITT | 27834 | Contact: Burney, Jr., Owen Phone: 252-752-8000 x Fax: 252-752-9100 Email: oburney@suddenlink.net | B | Yes | Yes |





7. **Question:** The City's indemnification provision as stated in its Terms and Conditions is inconsistent with ***N.C. Gen. Stat. § 22B-1, as amended***, whereby design professionals are only required to indemnify and hold harmless the City of Greenville, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property ***proximately caused by or resulting from the negligent acts, errors, or omissions*** of the design professional, its agents, employees, and subconsultants or any one for whom the design professional may be responsible. Can the City please confirm that any awarded agreement will incorporate the language from this statute? **Please see below updated indemnification clause:**

Indemnification.

(a) Hold Harmless: The Contractor 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 Contractor or any sub-consultant or other persons employed or utilized by the Contractor 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.

(b) Survival: This Section shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Contractor under this contract.

(c) Compliance with law: It is agreed that this Section shall be applied to the maximum extent allowed by law and limited only as necessary to comply with N.C.G.S. § 22B-1.

(d) G.S. 22B-1(c) provides a design professional has no duty to defend City in a professional negligence action against City and design professional.

(e). G.S. 22B-1(f)(4) defines "Design professional" as "a person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the General Statutes."

8. Pursuant to industry underwriting mandates, professional liability insurance coverage is per claim, not occurrence. Can the City please confirm that any awarded agreement would reflect this clarification to professional liability insurance coverage? **Yes, per claim.**

