

**REQUEST FOR QUALIFICATIONS  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PIGEON RIVER CORRIDOR PLAN  
FORMER MILL SITE 30% ENGINEERING DESIGN  
TOWN OF CANTON  
HAYWOOD COUNTY, NORTH CAROLINA**

RFQ ISSUED December 12, 2025  
QUALIFICATIONS DUE January 19, 2026



Town of Canton  
P.O. Box 987  
Canton, North Carolina 28716

Lisa Stinnet, Town Manager  
828-648-2363  
[lstinnett@cantonnc.com](mailto:lstinnett@cantonnc.com)

***NOTICE: The RFQ issued November 18, 2025 is canceled and is replaced by this RFQ with an issued date of December 12, 2025. The changes to the RFQ are to the dates contained in the Schedule Summary at the top of page 1, Sections 1.0 and 2.0. All firms are required to make the applicable notifications to the Town Manager noted under the Pre-Submittal Briefing on pages 2-3. A Firms notification to the Town Manager under the previous RFQ is no longer in affect.***

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**PROJECT:** Community Development Block Grant (CDBG) Pigeon River Corridor Plan - Former Mill Site 30% Engineering Design

**CLIENT:** Town of Canton  
Administration - Lisa Stinnett, Town Manager  
828-648-2362, [lstinnett@cantonnc.com](mailto:lstinnett@cantonnc.com)

**CONTRACT NUMBER:** TBD

**RFQ ISSUE DATE:** December 12, 2025

**RFQ DUE DATE:** January 19, 2026, Noon  
*Late proposals will be rejected*

**NOTIFICATION TO SUBMIT:** December 17, 2025, by 4:00 PM ET

**PRE-SUBMITTAL BRIEFING:** December 19, 2025, at 11:00 AM ET

**LAST DAY FOR QUESTIONS:** December 22, 2025, by 4:00 PM ET

**AWARD CONTRACT:** February 9, 2026

**PROJECT DEADLINE:** October 19, 2026

The above noted schedule has been established for the qualification and selection process. Every effort will be made to adhere to this schedule, but the Town of Canton (Town) reserves the right to adjust the dates as may be required by circumstances. Engineering design firm (Firm/Contractor) selection will be decided by the Town consisting of Town staff and their representatives.

## **1.0. GENERAL INFORMATION**

### **POINT OF CONTACT**

All information with respect to this Request for Qualifications (RFQ) shall be directed through the Town Manager, Lisa Stinnett, including questions, clarifications, or observations. Firms shall not contact any Town employee, agent, official, department, department head, or agent with regards to this RFQ. Lisa Stinnett can be reached by email at [lstinnett@cantonnc.com](mailto:lstinnett@cantonnc.com) or telephone at 828-648-2363. Mailing address is Town of Canton, P.O. Box 987, Canton, NC 28716.

### **PRE-SUBMITTAL BRIEFING**

The Town will host a one-hour non-mandatory briefing at 11:00 AM ET on December 19, 2025. The Town strongly encourages Firms to participate in the briefing. The location of the briefing will be in Canton Town Hall located at 85 Summer Street in Canton, North Carolina.

Firms intending to participate in the briefing must email the Town Manager by 4:00 PM ET on December 17, 2025, listing the name(s) of attendees. Firms who do not intend to participate in the briefing but are interested in submitting qualifications are required to email the Town Manager by 4:00 PM ET on December 17, 2025 to provide contact name and email address for future communications regarding this RFQ.

### **QUESTIONS**

The Town will not respond to telephone questions about this RFQ. All questions about the RFQ are to be directed to the Town Manger via email by 4:00 PM ET on December 22, 2025, with the subject line: "CDBG Pigeon River Corridor Plan – Former Mill Site 30% Engineering Design RFQ Question." Interpretations or clarifications considered necessary in response to submitted questions will be issued by the Town via email to all Firms which notified the Town of their interest to respond to the RFQ (see above).

The Town will distribute a Q&A Summary via email to all Firms, by 4:00 PM ET on December 31, 2025. Only questions answered in the issued Q&A Summary will be binding. Oral comments, statements, instructions and other interpretations or clarifications made by the Town or others will be without legal effect. Addenda may be issued to clarify or change the RFQ documents as deemed advisable by the Town. Firms shall acknowledge receipt of the Q&A Summary and any additional addenda in the transmittal letter of their proposal.

### **QUALIFICATIONS DEADLINE**

Qualifications must be submitted electronically as a single PDF document to the Town Manager by Noon ET on January 19, 2026, with the subject line: "CDBG Pigeon River Corridor Plan – Former Mill Site 30% Engineering Design." The designated point of contact for each Firm will receive an email confirmation of receipt of the document. Late qualifications will not be considered.

### **WITHDRAWAL OF QUALIFICATIONS**

A qualification may be withdrawn prior to the response deadline, provided that a request for withdrawal prepared by the Firm is filed with the Town Manager. The withdrawal of a qualification shall not prejudice the right to resubmit prior to the time set forth herein above.

### **REJECTION OF QUALIFICATIONS AND DISCLAIMER**

The Town reserves the right to reject any or all qualifications received in response to this RFQ or to cancel this RFQ or to terminate the selection proceedings at any time, if it determines

such action is in the best interests of the Town. This RFQ does not commit the Town to award a contract or to pay any costs incurred during the preparation of the qualifications. The Town reserves the right to eliminate the need for the selected Firm to complete one or more of the project associated tasks, pending the outcome of preceding related task or issues, and/or the availability of the selected Firm or its project partners to complete that task. All qualifications become the property of the Town upon receipt and will not be returned to the Firm.

### **AWARD OF CONTRACT**

Before commencement of any work, the Town and the selected Firm will enter into a contract stating all applicable terms, including the fee schedule for the CDBG Pigeon River Corridor Plan – Former Mill Site 30% Engineering Design (Project). The Town reserves the right not to award a contract based on qualifications received in response to this RFQ.

## **2.0. PROJECT INFORMATION**

### **INTRODUCTION AND BACKGROUND**

For 115 years the Town has been a mill-based economy. With the closure of the Champion/Pactiv Evergreen Papermill in 2023, the Town has been working to identify the impacts of the removal of this important industrial manufacturer and define the transition from its past economic base. The Town is developing a comprehensive planning document funded by a Community Development Block Grant. This plan will analyze, evaluate, and recommend a path forward for the Town in relation to land use, housing, infrastructure, transportation, parks and recreation, and economic development. The Pigeon River Corridor Plan will be a part of the Town’s comprehensive planning document.

In 2022, following the historic flooding from Tropical Storm Fred, the Town partnered with Haywood Waterways Association, Haywood Soil & Water Conservation District, Haywood County, and the Town of Clyde to develop a Flood Risk Reduction Plan (FRRP) from Clyde, upstream on the Pigeon River to Canton and Cruso. Funded by the NC Land and Water Fund, McGill and Associates was hired to develop a 2D model to provide velocity flow mapping and identify flood storage opportunities throughout the river corridor. In 2023, the Town partnered with NC State Coastal Dynamics Design Lab (CDDL) to expand upon the FRRP and provide site/project specific modeling for the Town which led to several flood resilience and infrastructure grant awards. The FRRP identified the following six measures as the most impactful strategies for increasing flood resiliency within the Town:

1. Floodplain benching on the west bank floodway of the Pigeon River at the current wastewater treatment plant.
2. Floodplain benching on the east bank floodway of the river at the former mill property to complement west bank benching.
3. Removal of the low head dams on the river at the former mill site.

4. Expansion of NC Department of Transportation bridge widths upstream of the former mill.
5. Removal of former mill-associated railroad bridges.
6. Evaluation and protection of upstream land for long-term conservation.

In light of this foundational work and last year's impacts from Hurricane Helene, the Town is developing the Pigeon River Corridor Plan. The purpose of this plan is for analysis and development of corresponding projects along the Pigeon River corridor to expand flood mitigation and resiliency efforts with current and future projects. Focusing on the former mill site, downtown Canton and upstream, the plan will identify the future alignment of the river resulting from the selected measures to enable effective planning for redevelopment, recreation, land use, and related opportunities in the Town limits. The work and deliverables for the Project outlined in this RFQ will become the initial Pigeon River Corridor Plan.

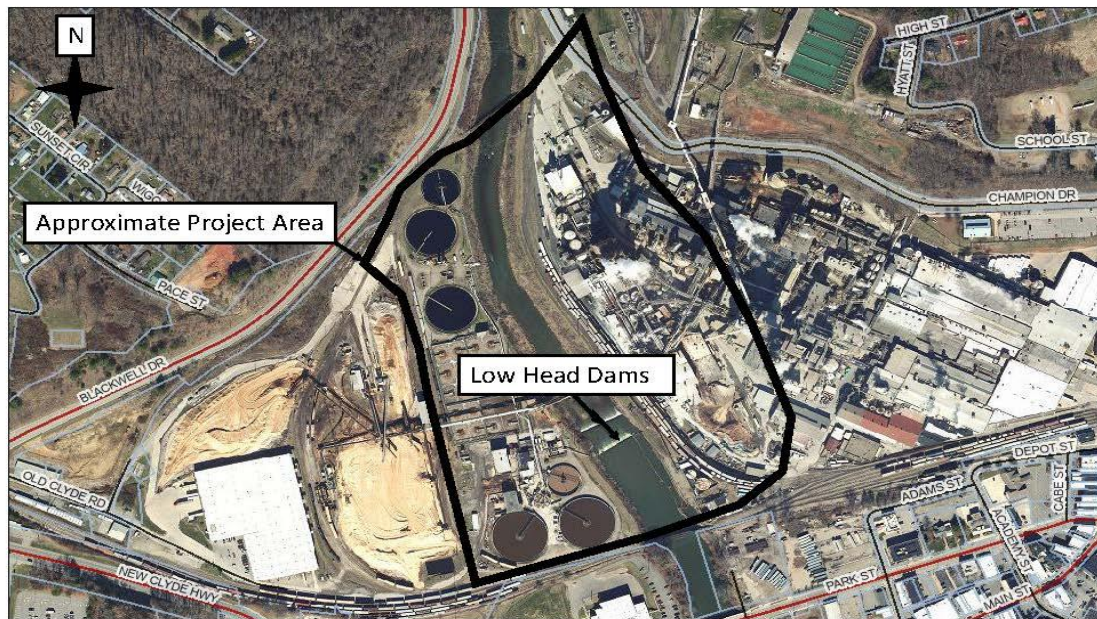
It is an intent that the Pigeon River Corridor Plan, in the future, would expand its scope to upstream and downstream river sections (from Wells Road through the Town of Clyde) to further identify and prioritize significant flood mitigation project sites to support long-term flood resiliency in the valley.

#### **PROJECT DESCRIPTION AND OBJECTIVE**

The Town seeks to hire an engineering consulting firm that possesses capabilities and proven expertise in flood resiliency and mitigation planning. The selected Firm will be awarded a contract requiring all work to be completed by October 19, 2026.

The Town is issuing this RFQ to develop the CDBG Pigeon River Corridor Plan. The goal is for the development of 30% engineering design plans for measures 1-3 noted in the above section and referred to as the Former Mill Site 30% Engineering Design.

The Project is located at 35.53424, -82.84395 and is in portions of the parcel currently owned by Two Banks Development LLC (PIN 8657-72-2242). The west bank is the wastewater treatment facility & east bank is the former Champion/Pactiv Evergreen mill. Exact project area is to be determined by the Town and Two Banks Development.



**Project Location**

The Project involves removal of the two low head dams downstream of Park Street, stabilization of the banks along the Pigeon River (as needed), grade control of the riverbed (as needed), and excavation and benching of the floodplain at the wastewater treatment facility site and former mill in the project area for flood reduction. The Town is in the early stages of planning for future greenway and river access. The Project should provide features for recreational uses (greenway, paths, river access, etc.) and the design should be resilient nature based. The demolition of the wastewater treatment facility, mill structures, and associated infrastructure in the project area is not a part of this Project. Also, the delineation and remediation of potential contaminated materials, soils, surface water and groundwater are not part of this Project.

The objectives of the Project are:

- Update and refine flood risk reduction measures (floodplain benching and low head dam removal) using post-Helene data and modeling, collect geotechnical and engineering data to further inform and explore these measures.
- Develop a preliminary project plan for implementing measures 1-3, which will include identifying and securing funding, preparation of 30% engineering designs, alternative analysis, outline project tasks and phases, and estimates for cost and schedules.

- Establish consensus between landowners and major stakeholders, including the Town and Two Banks Development, with the aim to secure a commitment on measures 1-3, as well as establish the proclivity for measures 4-6.

## **SCOPE OF WORK**

The scope of work for the Project includes following tasks:

1. Review the following relevant existing reports and plans to be provided by the Town.
  - Pigeon River Flood Risk Reduction Plan
  - NC State CDDL Canton Hydraulic Modeling Report
  - Pigeon River Access Plan Conceptual Site Design for Park Street
2. Conduct the necessary field assessments and collection of data for development of hydraulic models, alternative analysis, 30% engineering design plans and project cost estimates for measures 1-3.
3. Conduct monthly project meetings with the Town and their representatives to review overall project progress and schedules. Submit to the Town and their representatives at least 24 hours prior to each meeting an agenda and provide notes of the meetings to Town and their representatives within 7 days following each meeting. The meetings are expected to be conducted via webinar technology.
4. Public outreach and involvement are important to the objectives of the Pigeon River Corridor Plan. Plan to participate and contribute to a minimum of two community forums/meetings during the Project. It is hoped these meetings can be held in-person. In the event that they need to be held remotely, interactive webinar technology will be used.
5. Identify funding sources; provide a plan and analysis on viability of funding sources for these projects; timeline of funding sources; participate in development of funding applications and supporting documents; and help secure future funding for the overall project. Current funding for the Project is limited, and additional funding will be needed to implement the future design, permitting, and construction phases. It is key that the selected Firm is a partner in funding acquisition.

## **PROJECT DELIVERABLES**

The selected Firm will submit to the Town and their representatives for review and approval the following Project deliverables.

- Alternative Analysis evaluating the feasibility of practical Project alternatives, including a cost estimate of each alternative.
- 30% Engineering Design Plans with details and supporting basis of design report.

- A Preliminary Project Plan based on the 30% design which will outline future project tasks and phases, identifying potential funding sources, preparation of engineering designs, acquiring applicable permits, and estimates for cost and schedules.
- Agendas and minutes for monthly project meetings.
- Presentations materials for public outreach events and funding/grants opportunities.
- Funding applications, supporting documents, plans, and analysis on viability of funding sources to implement the future design, permitting, and construction phases for the Project.

### 3.0. RESPONDING TO THIS RFQ

#### QUALIFICATION REQUIREMENTS

Firms must demonstrate capabilities and experience with completing flood mitigation and resiliency projects. It is important that the selected Firm is a partner with the Town and local community for the Project and the overall CDBG Pigeon River Corridor Plan. Submitted qualifications should also document the Firm’s commitment and experience in partnering with clients and their communities.

The qualification is to be submitted by email as a readable and editable PDF file. The proposal must not exceed 30 total pages (12-point font, 8½ x 11 inches with 1-inch margins). Font size for charts and figures can be no less than 10-point. The page count excludes the transmittal letter, table of contents, front and back covers, title pages/separation tabs, and Appendix. The Appendix consists of one-page resumes for up to 10 key personnel; one-page project summaries for 3 completed flood mitigation and resiliency projects; and the noted certifications in Section 5.

The proposal must include the following information in the order listed:

- A. Transmittal Letter** (not to exceed two pages), as noted previously Firms shall acknowledge receipt of the Q&A Summary and any additional addenda in the transmittal letter of their proposal.
- B. Executive Summary** including Firms’ understanding of the Project and general approach for completing the Project.
- C. Qualifications:**
  - Team members and organization chart with contact information and office locations for key personnel.
  - Firm’s capabilities and experience completing successful flood mitigation and resiliency projects efficiently and on budget.
  - Demonstration of productive cooperation with local, State, and Federal agencies in successfully completing similar work.
  - Demonstration of identifying funding sources and successfully securing funding.
  - Reference names, affiliations, emails, and phone numbers for 5 professionals

familiar with the Firm’s qualifications for flood mitigation and resiliency projects.

**D. Proposed Project Approach:**

- Firm’s approach to implementation of the Project.
- Approach to pricing noting cost control strategies.
- Approach to scheduling including a preliminary schedule for Project.
- Approach to risk management for avoiding delays and complications.
- Conceptual drawings may be included at the Firm’s discretion within the page limit.

**E. Appendix:**

- Resumes of key personnel (up to 10 one-page resumes) highlighting flood mitigation and resiliency capabilities and experience.
- Project summaries for 3 flood mitigation and resiliency projects completed in the last 10 years. Project summaries must include total project cost; month and year the project started; month and year the project was completed; and role of the Firm on the project. Provide the project’s contact name, affiliation, phone number, and email address.
- Certifications noted in Section 5.

**4.0. FIRM/CONTRACTOR SELECTION**

**SELECTION CRITERIA**

The Town and its representatives will evaluate qualifications based on the following criteria and scoring system:

- Competence to perform the required services as documented by the education and experience of the Firm staff including the project manager, engineer of record and other key personnel.
- Past performance on similar projects as documented by the evaluation of previous clients with respect to quality of work, scheduling management, cost control, dispute resolution, and administration of subcontractors.
- Capacity in terms of staff, equipment, and facilities to perform the required design services competently and expeditiously.
- Other qualifications that are consistent with the project scope including knowledge of the local region.

<b>SELECTION CRITERIA</b>		<b>MAXIMUM POINTS</b>
1.	Team Qualifications: Professional experience; collective experience in performing services of similar size and scope; quality and relevance of completed work and associated references; knowledge of local region; and expertise, experience, education, and certifications/licenses of key assigned personnel.	30

2.	Technical Merit: Submitted materials meet requirements and address elements; and the effectiveness, completeness, soundness, and efficiency of preliminary project approach.	25
3.	Schedule and Price: Proposed approach to scheduling and pricing; proficiency to establish and meet schedule and cost milestones.	20
4.	Funding: Ability to partner with the Town to identifying funding sources and successfully secure funding.	25
	Total Possible Points	100

**EVALUATION AND SELECTION PROCESS**

All qualifications received will be evaluated to determine the extent to which they comply with the RFQ document requirements. Qualifications that fail to meet RFQ document requirements may be rejected. Immaterial deviations may cause a qualification to be rejected if not corrected upon request.

**5.0. ADMINISTRATIVE PROCESS AND REQUIREMENTS**

**AGREEMENT FOR SERVICES**

- i. The Town shall provide a draft form of the Project Contract to the selected Firm. Following the evaluation process, The Town shall notify the selected Firm/Contractor in writing, via email, that it is the preferred candidate. Upon such notice, the Contractor will be asked to submit a definitive fee schedule for the Project.
- ii. The Town and the selected Contractor shall negotiate terms of the Project Contract, including reasonable fee schedule for the services needed for the Project.
- iii. If the Town and the selected Contractor do not agree on the terms of the Project Contract, the Town reserves the right to terminate negotiations with that entity and undertake negotiations with another qualified Firm, in order of their ranking.
- iv. The Town and the Contractor shall execute a Project Contract which shall include terms and conditions consistent with this RFQ. The Town reserves the right to modify or update the agreement in the interest of the Town and the Contractor, in whole or in part, at any time up to and including during the negotiation of the agreement with the Contractor. By submitting this RFQ, the prospective Contractor and its key subcontractors (if needed) acknowledge that their project team will provide the services required in the agreement.

## **GENERAL TERMS AND CONDITIONS**

### **Read, Review, and Comply**

It shall be the Firm'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 or elsewhere in this RFP document.

### **Late Proposals**

Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Firm's sole responsibility to ensure the timely submission of proposals

### **Acceptance and Rejection**

The Town of Canton reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Firm, to accept any item in the proposal.

### **Information and Descriptive Literature**

If required elsewhere in this proposal, each Firm shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.

### **Historically Underutilized Businesses**

The Town of Canton is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the Town encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on Town contracts.

### **Ineligible Vendors**

As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State

Treasurer pursuant to G.S. 14786.81. A contract with the Town of Canton by any company identified in a) or b) above shall be void ab initio.

**Confidential Information**

To the extent permitted by applicable statutes and rules, the Town will maintain as confidential trade secrets in its proposal that the Firm does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Firm, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Firm may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Firm that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Firms are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the Town will notify the Firm of such action and allow the Firm to defend the confidential status of its information.

**Miscellaneous**

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

**Informal Comments**

The Town of Canton shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Town during the competitive process or after award. The Town is bound only by information provided in writing in this RFP and in formal Addenda.

**Cost for Proposal Preparation**

Any costs incurred by the Firm in preparing or submitting offers are the Firm’s sole responsibility; the Town of Canton will not reimburse any Firm for any costs incurred or associated with the preparation of proposals.

**Availability of Funds**

Any and all payments to the Firm shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

**Situs and Governing Law**

This Contract is made under and shall be governed and construed in accordance with

the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

**Payment Terms**

If a payment schedule is not part of The Contract, then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.

**Non-Discrimination**

The Firm will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

**Advertising**

The Firm agrees not to use the existence of The Contract or the name of the Town of Canton as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the Town is willing to act as a reference by providing factual information directly to other prospective customers.

**Insurance Requirements**

During the term of the Contract, the Firm at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Firm shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

The Firm shall agree these General Conditions constitute an insured contract and shall name the Town of Canton as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Firm shall furnish the Town with certificates of insurance evidencing the above coverages and amounts on an approved form. Firm hereby grants the Town a waiver of any right of subrogation which any insurer of said Firm may acquire against the Town by virtue of payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the Town and delivered in accordance with the policy provisions.

All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the Town. The limits of coverage under each insurance policy maintained by the Firm shall not be interpreted as limiting the Supplier's liability and obligations.

#### **General Indemnity**

The Firm shall hold and save the Town of Canton, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Firm in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Firm provided that the Firm is notified in writing within 30 days from the date that the Firm has knowledge of such claims. The Firm represents and warrants that it shall make no claim of any kind or nature against the Town's agents who are involved in the delivery or processing of Firm deliverables or Services to the Town. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

#### **Conflict of Interest**

Per N.C. General Statute 14-234, no public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract. The statute defines "public officer" as an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency.

A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract; or if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is

also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.

There is a conflict of interest when a public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

Per NC Commerce, potential conflict of interest exists, as defined in 24 CFR Part 570.489 (h) and Bulletin 10-8, when a person involved with this potential CDBG project: (1) has family or business ties with any of the local government elected officials or local government staff; (2) requested or received an opinion about a potential conflict of interest from an attorney or from the North Carolina Ethics Commission; (3) has an ownership interest in an entity that is directly affected by activities proposed in the application; and/or (4) derive any income or commission as a direct result of action taken by the local government elected board or its staff.

### **Confidentiality**

Any Town information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Firm under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by the Town of Canton.

### **Compliance with Laws**

Firm shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

### **Entire Agreement**

This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Firm's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination

date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Amendments**

This Contract may be amended only by a written amendment duly executed by the Town and the Firm.

### **No Waiver**

Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the Town under applicable law. The waiver by the Town of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

### **Force Majeure**

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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

### **Federal Terms and Conditions**

1. These funds are governed by Community Development Block Grants regulations 24 CFR 570.201.
2. The source of funds for this contract will be federal funds generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance").
3. SAM.gov registration will be required with submission of a CDBG proposal.

### **Acknowledgement of Credit**

As directed by the Town, the Contractor shall also include acknowledgement of the funder(s) of the project when using any data or information developed under this Agreement (e.g., in posters, reports, publications, signs, presentations, websites, etc.).

### **Access to Person and Records**

During and after the term of this Agreement, the Contractor shall retain records to verify accounts and data affecting fees or performance for review by the State Auditor and the State's Purchasing for a period of three (3) years, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions out of the action are finally resolved or until the end of the record retentions.

### **Certifications**

In response to this RFQ, Firms shall certify the following:

- a) that if it is an out-of-State corporation, limited-liability company, or limited-liability partnership, it shall have received, and shall maintain throughout the term of the Agreement, a Certificate of Authority to transact business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law.
- b) that none of its officers, directors or controlling owners has been convicted of any violations of State or Federal securities act violations in the last ten years;
- c) that it has not refused to collect use tax on sales delivered to North Carolina, and it is not incorporated in a tax haven country;
- d) that no employee or agent of the Contractor has offered, and no State or Federal employee has accepted, any gift or gratuity in connection with this Agreement;
- e) that if it has more than 25 employees in North Carolina, verifies the work authorization of such employees through the federal E-Verify system; and
- e) that it is not identified on the Final Divestment List of entities that the North Carolina State Treasurer has determined engages in investment activities in Iran.

This list is available at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.

### **Inadvertent Archaeological or Historical Discoveries**

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop, and the following actions must be taken: 1) implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering; 2) take reasonable steps to ensure the confidentiality of the discovery sites; and 3) take reasonable steps to restrict access to the site of discovery. The Contractor must notify the Town immediately.

### **General**

The Contractor shall furnish all materials, qualified staff, equipment and tools necessary to conduct and complete the Project per the plans and specifications, and per regulatory agency permit requirements safely and efficiently. The Contractor shall always maintain an adequate workforce to ensure timely completion of the work and shall always utilize appropriate safety equipment, per industry standards and requirements. The Contractor shall work cooperatively with the Town staff and other designated parties during the Project. The Contractor shall implement the Project in compliance with all regulatory permits.