



Agenda

Greenville City Council

March 8, 2021

6:00 PM

**This meeting will be virtual and conducted via Zoom. See the City's website
(www.greenvillenc.gov) for details.**

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

- I. Call Meeting To Order**
- II. Invocation - Council Member Litchfield**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

- VII. Consent Agenda**

1. Approval of Minutes from the February 8, 2021 City Council Workshop and the February 8, 2021 and February 11, 2021 City Council Meetings
2. Ordinance enacting and adopting Supplement #2020-S13 to the City of Greenville Code of Ordinances
3. Ordinance Amending the City Code and Dissolving the Community Appearance Commission
4. Resolution Accepting Dedication of Rights-of-Way and Easements for Davenport Farms at Emerald Park Phase 4 - Cluster
5. Approval of Application for a North Carolina Parks and Recreation Trust Fund (PARTF) grant in support of Wildwood Park
6. Approval to purchase replacement network/security hardware
7. Approval to lease four replacement Sanitation Side Loaders for the Public Works Department
8. Contracts with HH Architecture and JKF Architecture for On-Call Architectural/Engineering Services
9. Various tax refunds greater than \$100

VIII. New Business

10. Boards and Commissions Presentations
 - a. Environmental Advisory Commission
11. Budget Ordinance Amendment #7 to the 2020-2021 City of Greenville Budget (Ordinance #20-025), Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024)

IX. Review of March 11, 2021 City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville,
North Carolina

Meeting Date: 03/08/2021

Title of Item: Approval of Minutes from the February 8, 2021 City Council Workshop and the February 8, 2021 and February 11, 2021 City Council Meetings

Explanation: The following minutes are attached for review and approval:

- February 8, 2021 Workshop
- February 8, 2021 Meeting
- February 11, 2021 Meeting

Fiscal Note: No direct fiscal impact.

Recommendation: Review and approve the attached minutes.

ATTACHMENTS

- 📄 [Proposed February 8 2021 Workshop Minutes.pdf](#)
- 📄 [Proposed February 8 2021 Minutes.pdf](#)
- 📄 [Proposed February 11 2021 Minutes.pdf](#)

OFFICIAL MINUTES
CITY COUNCIL WORKSHOP
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, FEBRUARY 8, 2021



A workshop of the Greenville City Council was held remotely on Monday, February 8th, 2021, using Zoom with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:02 p.m.

Those Present:

Mayor P.J. Connelly, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Assistant City Manager Michael Cowin, Assistant City Manager Ken Graves, Deputy Clerk Camillia Smith

Approval of the Agenda

Council Member Daniels made a motion to approve the agenda as presented. Council Member Bell seconded the motion and it carried unanimously.

1.) UPDATE ON STATUS OF TRANSFER OF BETHEL'S WATER AND SANITARY SEWER SYSTEMS TO GREENVILLE UTILITIES COMMISSION

GUC Chief Administrative Officer Chris Padgett stated that current utility services in Bethel carries debt on its system, thus creating high rates. He stated that the water is treated on a wholesale basis so when it rains, water gets into the sewer system. He stated that Bethel expressed an earnest interest in having the Greenville Utilities Commission (GUC) take over the system in 2016 leading to a Memorandum of Understanding (MOU) in 2017 between GUC and Bethel. He stated that Bethel was awarded a State grant in the amount of \$4.4 million to assess the system. Mr. Padgett outlined the capital needs for the water and wastewater systems, stating that those costs could be funded by the State grant.

GUC General Manager/CEO Tony Cannon stated that the current debt on Bethel's system is about \$3.5 million. He stated that he thinks that the debt can be refinanced to net a savings of approximately \$600,000. Mr. Cannon stated that the proposed water rate for Bethel would include a surcharge to pay off outstanding debt but would reduce utility bills an average of 24% in the first

year. GUC will seek additional grants to further lower Bethel's rates. He stated that this will translate into savings for Bethel and a return on investment for Greenville. Addressing questions from the City Council, he stated that the Bethel has done a good job of keeping accounts current so there are few accounts with outstanding balances and he anticipates minimal impact due to the size of Bethel's system.

Mr. Cannon stated that decisions will be needed from the Greenville City Council, GUC Board, and from Bethel. He shared a proposed timeline for the next 6 months that includes returning in March/ April for a Transfer Agreement vote, selling bonds and refinancing the debt in May, transferring customers over in June, and setting an effective date of July 1, 2021.

2.) ANALYSIS OF EMERGENCY COMMUNICATIONS PRESENTATION

TUSA Consultant Alan Talkington presented the intake process of a 911 call before City personnel receives the call. He stated that a vast array of topics had been analyzed and he identified immediate needs:

- acquisition of end user radios
- dispatching agreement with Pitt County
- addressing interoperability/coverage concerns
- Identifying types of dispatch/backup center moving forward/backup center.

Mr. Talkington provided recommendations:

- Updating and replacing radios because older equipment makes tech support difficult
- Revisiting the dispatch agreement with Pitt County and looking at response time and data retention to make sure that needed information is available,
- Examining options to improve interoperability and inter-agency communications through training, working with the County to expand coverage, and possibly adding towers to the State's VIPER system. Mr. Talkington stated that the current emergency call flow requires city 911 Medical Emergency calls to be received by county dispatchers before being routed to city personnel. The calls are screened by county dispatchers to determine if law enforcement is needed before it is sent to city EMS personnel.
- Examining options for dispatch/backup centers to address current functionality issues and limitations

Mr. Talkington also addressed needs including mobile data terminals, automatic vehicle location, and CAD to CAD integration. He stated the City is currently working with ECU on CAD to CAD integration as a beta test and hopes to expand to the County with the goal of making the process more automated resulting in instant access and quicker responses.

City Manager Wall informed the Council that staff will begin working on the immediate needs list and begin conversations with the County.

3.) PRESENTATION ON CITY COUNCIL CONDUCTING A QUASI-JUDICIAL HEARING (SPECIAL USE PERMIT FOR A MASTER PLAN COMMUNITY)

City Attorney Emanuel McGirt gave a presentation to the City Council on quasi-judicial hearings. He stated that quasi-judicial hearings require that decisions be made through a finding of fact through evidence and hearing factual testimony. He stated that the City Council rarely holds quasi-judicial hearings but would be holding one for a special use permit application for a master plan community coming before the City Council at their February 11th meeting. The Council were briefed on the type of testimony they might hear from the applicants and provided a list of do's and don'ts:

- Don't engage in ex-parte communication.
- Avoid speaking with anyone about an SUP application prior to the public hearing.
- If you advertently speak to someone about the application prior to the public hearing, those conversations should be disclosed at the public hearing.
- You may drive by the site prior to the hearing if you feel it would be helpful
- This type of hearing is similar to a court of law, Council will be acting as both;
 - Jury-weighing the evidence and making findings of facts.
 - Judge-assure that the procedural safeguards are adhered to and applying the facts of the law.

Attorney McGirt let them know that their decision is subject to appeal by the Superior Court.

Council Member Smiley asked how much of this information is known by the general public.

Chief Planner Chantae Gooby explained notices had been mailed to property owners as required by statute and had been advertised in the local newspaper. Ms. Gooby shared that the letter included information on the type of hearing and how they can participate in the hearing.

Council Member Meyerhoeffer stated that this type of matter comes before the Board of Adjustment all the time and expressed his confidence that City staff is prepared to handle the matter.

Adjournment

There being no further business before the City Council, motion was made by Council Member Litchfield and seconded by Council Member Meyerhoeffer to adjourn the meeting. Motion carried unanimously. Mayor Connelly adjourned the meeting at 5:04 p.m.

Prepared by:

Camillia Smith
Deputy Clerk

Respectfully submitted,

Valerie Shiuwegar

Valerie Shiuwegar
City Clerk

DRAFT MINUTES
CITY COUNCIL MEETING
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, FEBRUARY 8, 2021



A meeting of the Greenville City Council was held on Monday, February 8, 2021, electronically via Zoom, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m. and called on Council Member Litchfield to provide the invocation. The invocation was followed by the Pledge of Allegiance.

Those Present:

Mayor P.J. Connelly, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Assistant City Manager Michael Cowin, Assistant City Manager Ken Graves

Approval of the Agenda

Council Member Smiley made a motion to approve the agenda as presented. Council Member Daniels seconded the motion and it carried unanimously.

Public Comment Period

Mayor Connelly opened the public comment period at 6:05 pm, explaining the public comment procedures. There being no speakers present and no emailed public comments, Mayor Connelly closed the Public Comment Period at 6:06 p.m.

Consent Agenda

City Manager Wall presented the following items to the City Council for approval:

1. Approval of Minutes.
2. Municipal Agreement with the North Carolina Department of Transportation for the BUILD project.
3. Resolution declaring certain police equipment as surplus and authorizing its disposition to Pitt Community College Law Enforcement Training.
4. Contract award to Kimley-Horn and Associates for the design of bridges, boardwalks, and an observation tower at Wildwood Park.



5. Various tax refunds greater than \$100.

Council Member Smiley made a motion to approve the Consent Agenda. Council Member Litchfield seconded the motion and it carried unanimously.

New Business

6. ANNUAL BOARDS AND COMMISSIONS PRESENTATIONS - PRESENTATIONS HEARD

Affordable Housing Loan Commission

Ms. Ronita Jones, Affordable Housing Loan Commission (AHLC) Chair, provided a brief report on the work of the AHLC and its mission to find and create affordable home options in the community. She stated that the past year has been busy, noting the increased participation in the down payment assistance program. Other highlights included the work on the Lincoln Park neighborhood and community block grants awards in a total of \$100,000 to local non-profits.

The City Council expressed appreciation for the Commission's efforts in creating affordable home opportunities for the community.

Board of Adjustment

Mr. Michael Glenn, Board of Adjustment (BOA) Chair, provided a quick review of the past year. He stated that eight meetings had been held and five meetings had been cancelled due to restrictions related to the pandemic. He stated that the board had granted 20 special use permits, 1 administrative appeal, and 1 variance in 2020.

The City Council acknowledged the challenges faced by the Board of Adjustment and thanked them for their work.

7. RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY FOR THE DEVELOPMENT OF WILDWOOD PARK – UNANIMOUSLY APPROVED

City Attorney McGirt stated that the Graham Nuckolls Conner Law Firm had been hired to represent the City if a condemnation action is filed in this matter. He stated that Council Member Meyerhoeffer is an attorney at the Graham Nuckolls Conner Law Firm and advised that Council Meyerhoeffer had requested to be recused from voting on this matter.

Council Member Meyerhoeffer stated that he is not working on this case but wanted to avoid any appearance of a conflict. He requested that the City Council recuse him from voting on this item.



Council Member Smiley made a motion to recuse Council Member Meyerhoeffer. Council Member Daniels seconded the motion and it carried unanimously.

City Attorney McGirt stated that the City Council had previously authorized the acquisition of parcels north of the Tar River and east and west of Greenville Boulevard for the public purpose of developing a park. He outlined a landlocked area that the City had not been able to acquire through negotiations. He stated that the legal counsel commissioned by the City had determined that there are 13 heirs for this property and the one person that had been contacted does not have the legal authority to sell it. He advised that the City will continue to reach out to all of the heirs in an attempt to settle the matter. He stated staff's recommendation that the City approve a resolution authorizing its acquisition through the condemnation process if efforts to settle with the heirs are not successful. He stated that staff has contact information for the heirs and as part of the condemnation process, letters will be sent out to all of them to try to come to an agreement. He stated that the condemnation process will be used as a last resort.

Council Member Smiley made a motion to approve the resolution. Council Member Daniels seconded the motion and it carried unanimously.

11. BUDGET ORDINANCE AMENDMENT #6 TO THE 2020-2021 CITY OF GREENVILLE BUDGET (ORDINANCE #20-025) AND THE CAPITAL PROJECTS FUND (ORDINANCE #17-024) – UNANIMOUSLY APPROVED

Financial Service Director Byron Hayes presented Budget Amendment #6, which includes adjustments to the following funds

- General Fund
- Housing Fund
- Vehicle Replacement Fund
- Facilities Improvement Fund
- Rec & Parks Capital Projects Fund
- Public Works Capital Projects Fund
- Convention & Visitor's Authority (CVA) Fund

He stated that the adjustments would reflect the restored funding that was discussed at the City Council's January 2021 Planning Session, as well as grant funds received by the CVA, and additional Community Development Block Grant (CDBG) funds to be used for coronavirus relief programs and activities.

Director Hayes provided a quick highlight of the budgeted funding restored under Budget Amendment #6:



- Funding for an average of 2.0% employee wage increase for FY 2020-21, retroactive back to July 1, 2020 (\$900,000)
- Facility improvement projects (\$767,544)
- Pedestrian Safety Program (\$125,000)
- Public Safety Radios (\$234,907)
- One-time funding to support the broadband economic development project (\$420,000)
- Increase in contingency to protect against short term budget uncertainty (\$500,000)

Council Member Meyehoeffer made a motion to approve the budget amendment. Council Member Daniels seconded the motion and it carried unanimously.

Review of the February 11, 2021 Agenda

City Manager Wall reviewed the February 11, 2021 agenda:

1. Special Recognition of the D.H. Conley High School Volleyball Team – 3A State Champions
2. Appointments to Boards and Commissions
3. Ordinance to annex Fire Tower Commercial Park, Lot 28 involving 1.954 acres located at the northeastern corner of the intersection of West Fire Tower Road and Whitley Drive.
4. Ordinance to annex Lakeview Industrial Park, Lot 7 involving 1.4854 acres located at the terminus of Sapphire Court.
5. Ordinance to annex North Creek Commercial Park Lots 4,5, and 6 involving 13.1462 acres located at the terminus of North Creek Drive.
6. Ordinance requested by 4 Life Properties, LLC to rezone 5.747 acres located at the current terminus of Manning Forest Drive from RA20 (Residential-Agricultural) to R6 (Residential [High Density]).
7. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to create a definition and standards for residential and non-residential fences.
8. Order requested by Ironwood Development, Inc. for a special use permit for an agricultural master plan community entitled “Carolina Crofts” that consists of 346 single-family lots, 34 townhouse units, 7 farm cabins, a sales and information center, 4.60 acres of non-residential space, and 68.80 acres of open space. The total acreage for the development will be 196.29 acres using the Master Plan Community standards. The subject property is



located on the western right-of-way of NC Highway 43 North, adjacent to Rock Springs Subdivision, and is further identified as being a portion of Pitt County tax parcel number 18678.

9. Consideration of a Second Amendment to Agreement with Sidewalk Greenville, LLC

City Manager's Report

City Manager Wall stated that she did not have any items to report.

Comments from the Mayor and City Council

The Mayor and City Council encouraged the community to celebrate and explore the history of Black History Month. They commended the Men's East Carolina University Basketball team for its win over Houston, the #5 team in the nation. They further expressed condolences to Mayor Pro-Tem Glover and her family for the loss of her son.

Adjournment

Council Member Bell moved to adjourn the meeting. The motion was seconded by Council Member Smiley. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 6:35 p.m.

Respectfully submitted,

Valerie Shiuwegar

Valerie Shiuwegar
City Clerk

PROPOSED MINUTES
CITY COUNCIL MEETING
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, FEBRUARY 11, 2021



A meeting of the Greenville City Council was held on Thursday, February 11, 2021, electronically via Zoom, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m. The invocation was led by Mayor Connelly and was followed by the Pledge of Allegiance.

Those Present:

Mayor P.J. Connelly, Council Member Monica Daniels, Council Member Will Bell, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover, Council Member Rick Smiley

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Deputy Clerk Camillia Smith, Assistant City Manager Michael Cowin, Assistant City Manager Ken Graves

Approval of the Agenda

Council Member Meyerhoeffer made a motion to approve the agenda as presented. Council Member Daniels seconded the motion and it carried unanimously.

Public Comment Period

Mayor Connelly opened the public comment period at 6:05 pm, explaining the public comment procedures.

Mr. Gus Cook

Mr. Cook stated that he was speaking on behalf of Sidewalk Greenville, LLC. He stated that the current situation with the pandemic has made it difficult to attract commercial clients to the project. He stated that Sidewalk Greenville had held off on construction to see how factors such as East Carolina University would impact plans and have been analyzing the issue of commercial space.

Mr. Jim Blount

Mr. Blount stated that there are a number of commercial spaces vacant in the downtown area and he noted that it is hard right now to compete for the student market with the ECU Student Center that sees an average of 12,000 students daily and approximates to \$30 million in sales annually. He stated that it is a hard time for retail businesses and he feels that the request coming before the City Council later this evening is forward thinking and emphasizes a live-work model with office space on the Dickinson side.



Michael Overton

Mr. Michael Overton stated there was strong interest early on, but COVID has made it difficult to lease commercial spaces. He stated that the smartest move will be a move to live-work models because of the environment that we are currently in. He asked that the City Council support their request.

Danica Cooper

Ms. Danica Cooper submitted a message to the City Council through the public input mailbox and it was read into record:

““There exists a need in the City of Greenville for a dedicated lot or lots for overnight parking of tractor trailers. Currently, the only city ordinances related to the parking of tractor trailers address where they *may not* park. Even with the permission of businesses that directly utilize the services of the tractor trailer to park in their lot or on their property, a driver may still be cited or have their tractor and trailer towed by the city. In a community with its own truck driving school, it is reasonable to expect that numerous tax-paying residents of Greenville may soon be earning their livelihood in this industry; as such, it would be in the city's interest to consider purchasing and/or dedicating a lot or lots for this purpose.”

There being no additional registered speakers and no additional messages in the public input mailbox, Mayor Connelly closed the Public Comment Period at 6:15 p.m.

Special Recognitions

Mayor Connelly and the City Council commended the D.H. Conley Girls Volleyball Team for their achievement of 3A State Champions. Mayor Connelly recognized the players and coaching staff and stated that the old Greene Street Bridge had been lit blue and yellow to celebrate their victory.

D.H. Conley Volleyball 2020 – 2021

Olivia Dees	Sara Dees	Coaches:
Carson Corey	Lilly Bennett	Jennifer Gillikin, Head Coach
Cassie Dail	Maddy May	Jana Bullard, Assistant Coach
Haley Jackson	Ella Philpot	Ross Whitfield, Assistant
Kylah Silver	Ashlyn Philpot	Coach
Alyssa Thomas	A’riana Crumpler	
Olivia Lefever	Caroline Dobson	

Appointments

The following appointments were made to the City’s boards and commissions:

Recreation & Parks Commission



At Mayor Connelly's recommendation, Council Member Daniels made a motion to appoint Derrick Clark in replacement of Hassan Hilliard. The motion was seconded by Council Member Meyerhoeffer and passed unanimously.

Sheppard Memorial Library Board

Council Member Litchfield made a motion on Council Member Smiley's behalf to reappoint Ray Spears to an additional term on the board. Council Member Daniels seconded the motion and it carried unanimously

All remaining appointments were continued.

New Business

3.) ORDINANCE TO ANNEX FIRE TOWER COMMERCIAL PARK, LOT 28 INVOLVING 1.954 ACRES LOCATED AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF WEST FIRE TOWER ROAD AND WHITLEY DRIVE - *PUBLIC HEARING HELD AND MEETING WAS RECESSED TO ALLOW PUBLIC COMMENT 24 HOURS AFTER THE HEARING; ACTION SCHEDULED TO BE TAKEN ON FEBRUARY 15, 2021 AT 6:00 P.M*

Chief Planner Chantae Gooby delineated the area and provided an overview of the request. She stated that the anticipated use for this area is for restaurant space and it is located in a preferred growth area.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:25 p.m. and invited speakers in favor of the request to come forward. There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:26 p.m. and called for board discussion.

Hearing no comments from the City Council, Mayor Connelly cited Senate Bill 704 and stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

4.) ORDINANCE TO ANNEX LAKEVIEW INDUSTRIAL PARK, LOT 7 INVOLVING 1.4854 ACRES LOCATED AT THE TERMINUS OF SAPPHIRE COURT - *PUBLIC HEARING HELD AND MEETING WAS RECESSED TO ALLOW PUBLIC COMMENT 24 HOURS AFTER THE HEARING; ACTION SCHEDULED TO BE TAKEN ON FEBRUARY 15, 2021 AT 6:00 P.M.*



Chief Planner Chantae Gooby delineated the area and provided an overview of the request. She stated that the area is located in a preferred growth area and staff anticipates 12,000 sq. feet of industrial space.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:27 p.m. and invited speakers in favor of the request to come forward. There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:28 p.m. and called for board discussion.

Hearing no comments from the City Council, Mayor Connelly cited Senate Bill 704 and stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

5.) ORDINANCE TO ANNEX NORTH CREEK COMMERCIAL PARK LOTS 4, 5, AND 6 INVOLVING 13.1462 ACRES LOCATED AT THE TERMINUS OF NORTH CREEK DRIVE - *PUBLIC HEARING HELD AND MEETING WAS RECESSED TO ALLOW PUBLIC COMMENT 24 HOURS AFTER THE HEARING; ACTION SCHEDULED TO BE TAKEN ON FEBRUARY 15, 2021 AT 6:00 P.M.*

Chief Planner Chantae Gooby delineated the area and provided an overview of the request. She stated that the area is located in a preferred growth area and staff anticipates 113,000 sq. feet of industrial or commercial space.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:31 p.m. and invited speakers in favor of the request to come forward. There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:32 p.m. and called for board discussion.

Hearing no comments from the City Council, Mayor Connelly cited Senate Bill 704 and stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

6.) ORDINANCE REQUESTED BY 4 LIFE PROPERTIES, LLC TO REZONE 5.747 ACRES LOCATED AT THE CURRENT TERMINUS OF MANNING FOREST DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY]) -



PUBLIC HEARING HELD AND MEETING WAS RECESSED TO ALLOW PUBLIC COMMENT 24 HOURS AFTER THE HEARING; ACTION SCHEDULED TO BE TAKEN ON FEBRUARY 15, 2021 AT 6:00 P.M.

Chief Planner Chantae Gooby delineated the area and provided an overview of the request. She stated that the request could generate a net increase of 364 trips per day with access off of Dickinson Avenue and Manning Forest Drive. She stated that under the current zoning, the property could yield 12 single-family homes and under the requested zoning it could yield 70 multi-family units. She stated that the Future Land Use Plan recommends traditional neighborhood, medium- high density. She stated staff's opinion that the request is in compliance with the Horizon's Plan and Future Land Use and Character Map. She stated that the Planning and Zoning Commission had unanimously voted to recommend approval of the request at their January 21, 2021 meeting.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:35 p.m. and invited speakers in favor of the request to come forward.

Mr. Bryan Fagundus

Mr. Fagundus stated that he was there to speak on behalf of the applicant and offered to answer any questions that the City Council might have.

There being no additional speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:37 p.m. and called for board discussion.

Hearing no comments from the City Council, Mayor Connelly cited Senate Bill 704 and stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

7.) ORDINANCE REQUESTED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND TITLE 9, CHAPTER 4 OF THE CITY CODE TO CREATE A DEFINITION AND STANDARDS FOR RESIDENTIAL AND NON-RESIDENTIAL FENCES - *PUBLIC HEARING HELD AND MEETING WAS RECESSED TO ALLOW PUBLIC COMMENT 24 HOURS AFTER THE HEARING; ACTION SCHEDULED TO BE TAKEN ON FEBRUARY 15, 2021 AT 6:00 P.M.*

Chief Planner Gooby provided an overview of the request, stating staff's desire to create standards for fences to protect aesthetics and property values and to provide a mechanism to deal with a nuisances. She provided staff's proposed definition of fences:



“An artificially constructed barrier of wood, masonry, stone, wire, or other manufactured material or combination of materials, not to include any portion of a building, enclosing an area of ground to mark a boundary, control access, enclose, screen or separate areas.”

Other proposed standards include:

- Residential heights – 6 ft. in the front, 8 ft. on the sides and rear
- Non-residential heights – 8 ft. in the front; 10 ft. on the sides and rear (would not include barbed wire/concertina)
- Permissible materials in the front of buildings
 - Brick
 - Stone
 - Stucco
 - Wrought iron
 - Wood
 - Similar quality/type
- Permissible materials on the side/rear of buildings
 - Brick
 - Stone
 - Stucco
 - Wrought iron
 - Wood
 - Similar quality/type
 - Chain link/woven wire
- Barbed wire only on bona-fide agricultural operation
- All fences must be constructed in a workman-like manner of customary or normal fencing material
- No fence or portion thereof shall be located or extended into the public right-of-way
- Silt fences will only be permitted with an active building permit
- Zoning compliance letter will be required

Addressing questions from the City Council, Chief Planner Gooby stated that there will not be an fee associated with this and the public can anticipate a turn-around time of 1-2 days for most requests. She stated that if there are questions concerning a fence’s pre-existing status, staff will use available resources to make those determinations. She clarified that the proposed standards would apply to newly constructed fences and not existing fences making repairs, but advised that if there were standards to be addressed, such as a gate opening into the right-of-way, the City would expect that to be corrected.



Hearing no additional questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:48 p.m. and invited speakers in favor of the request to come forward. There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:49 p.m. and called for board discussion.

Hearing no comments from the City Council, Mayor Connelly cited Senate Bill 704 and stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

8.) ORDER REQUESTED BY IRONWOOD DEVELOPMENT, INC. FOR A SPECIAL USE PERMIT FOR AN AGRICULTURAL MASTER PLAN COMMUNITY ENTITLED “CAROLINA CROFTS” THAT CONSISTS OF 346 SINGLE-FAMILY LOTS, 34 TOWNHOUSE UNITS, 7 FARM CABINS, A SALES AND INFORMATION CENTER, 4.60 ACRES OF NON-RESIDENTIAL SPACE, AND 68.80 ACRES OF OPEN SPACE. THE TOTAL ACREAGE FOR THE DEVELOPMENT WILL BE 196.29 ACRES USING THE MASTER PLAN COMMUNITY STANDARDS. THE SUBJECT PROPERTY IS LOCATED ON THE WESTERN RIGHT-OF-WAY OF NC HIGHWAY 43 NORTH, ADJACENT TO ROCK SPRINGS SUBDIVISION, AND IS FURTHER IDENTIFIED AS BEING A PORTION OF PITT COUNTY TAX PARCEL NUMBER 18678 - UNANIMOUSLY APPROVED

City Manager Wall read the request, stating that the request is an order requested by Ironwood Development, Inc. for a special use permit for an agricultural master plan community entitled “Carolina Crofts” that consists of 346 single-family lots, 34 townhouse units, 7 farm cabins, a sales and information center, 4.60 acres of non-residential space, and 68.80 acres of open space. The total acreage for the development will be 196.29 acres using the Master Plan Community standards. The subject property is located on the western right-of-way of NC Highway 43 North, adjacent to Rock Springs Subdivision, and is further identified as being a portion of Pitt County tax parcel number 18678.

Mayor Connelly stated that the hearing was being held electronically and advised that the proceedings were being held in accordance with Session Law 2020-3, which allows for remote meetings and quasi-judicial hearings during declarations of emergency. He stated that steps had been taken to ensure that each parties’ due process rights are protected. Mayor Connelly state that the applicant had been advised that the meeting would be held using a remote, electronic, platform, and the applicant had given consent to holding the meeting using this platform. Mayor Connelly further stated that the City had not been contacted by any individuals with standing who objects to this meeting being heard by way of a simultaneous remote meeting.



Mayor Connelly advised that as required by law, notice of the hearing had been sent to all property owners whose property abuts or is within 100 feet of the subject property. Notices were also posted on the property site, published in the newspaper, and posted on the City's website. He stated that individuals wishing to participate in the hearing had been required to sign-up prior to the meeting and were further required to submit copies of presentations, documents, exhibits, and other materials that they wished to submit at the evidentiary hearing prior to the meeting. Individuals that had signed up were also required to submit a witness oath form prior to the meeting. He stated that the City Council's decision in this matter is subject to appeal to the Pitt County Superior Court.

Mayor Connelly asked if any Council Members wished to withdraw from consideration of this case because of conflicts that would prevent them from rendering a fair and impartial decision. Hearing none, Mayor Connelly asked that the City Council disclose any additional information that they had heard about this case other than what was presented at the City Council Workshop and in the staff report. Hearing none, Mayor Connelly called on City Attorney McGirt to make comments.

City Attorney McGirt reminded the City Council that this is a quasi-judicial hearing, which is different from the legislative cases that typically come before the City Council. He stated that the burden of proof is on the applicant and stated that this would be the appropriate time for the City Council to disclose any communications with either the applicant or opponents of the request.

Hearing none, Mayor Connelly called on City Clerk Shiuwegar to take the roll.

Seated Members – Mayor Connelly, Council Member Daniels, Council Member Bell, Council Member Litchfield, Council Member Meyerhoeffer

Absent Members - Mayor Pro-Tem Glover, Council Member Smiley

City Clerk Shiuwegar swore in the following members of staff: Chief Planner Chantae Gooby, Planning & Development Services Director Thomas Barnett, Engineering Director Lisa Kirby, and Traffic Engineer Rik DiCesare

Mayor Connelly read the request, stating that the request is an order requested by Ironwood Development, Inc. for a special use permit for an agricultural master plan community entitled "Carolina Crofts" that consists of 346 single-family lots, 34 townhouse units, 7 farm cabins, a sales and information center, 4.60 acres of non-residential space, and 68.80 acres of open space. The total acreage for the development will be 196.29 acres using the Master Plan Community standards. The subject property is located on the western right-of-way of NC Highway 43 North, adjacent to Rock Springs Subdivision, and is further identified as being a portion of Pitt County tax parcel number 18678.



Mayor Connelly opened the public hearing and called on City Clerk Shiuwegar to read the list of speakers.

City Clerk Shiuwegar stated that there were two speakers in total and both were speaking on behalf of the applicant: Mr. Tim Newell and Mr. Steve Janowski. Both speakers confirmed their consent to proceed with the remote hearing for this request.

Chief Planner Gooby presented staff's preliminary report:

Zoning of Property: Planned Unit Development (or Master Plan Community)

Purpose and Intent

- (A) The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:
- (1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
 - (2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
 - (3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
 - (4) Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;
 - (5) Provide for an appropriate and harmonious variety of housing and creative site design alternatives;
 - (6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
 - (7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
 - (8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.

Definition:

For purposes of this article a *master plan community* shall be defined as a unified development that meets all of the following:

- (1) Land under common ownership, to be planned and developed as an



- integral unit;
- (2) A single development or a programmed series of development, including all land, uses and facilities;
 - (3) Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and
 - (4) Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.

Surrounding Zoning and Land Use(s):

North: Pitt County’s Jurisdiction – Rock Springs Subdivision
 South: RA20 – Under common ownership of the applicant
 East: R6S and R9S - Ironwood Golf and Country Club
 West: RA20 (Residential-Agricultural) – Farmland

Description of Project:

The Master Plan Community will consist of:

Single Family Lots	346	91.98 acres
Townhome units	34	2.52
Farm Cabins	7	0.89 acres
Sales and Information Center	1	0.33 acres
Non-Residential Village		4.60 acres (total)
Restaurant/Retail /Services		
Event Barn	7000 sf (capacity of 300)	
Types of events: weddings, private parties, corporate meetings and events, homeowner association meetings and events, farm related events, educational seminars.		
Farmstand		
		100.32 acres
Streets:		
80’ Right-of-Way		4.08 acres
50’ Right-of-Way		<u>23.09 acres</u>
	Acreeage in Street Right-of-Way	27.17 acres



Open Space:		
Open Space Required (25%)		49.07 acres
Developed Open Space		12.27 acres
Open Space Provided:		
Natural Area		30.44 acres
Recreation Open Space		
Swim/Tennis Center		1.90 acres
Parks		2.64 acres
Trail Corridors		<u>8.61 acres</u>
Acres in Recreational Open Space		13.15 acres
Farms	6 units	25.21 acres
Acres in Open Space		<u>68.80 acres</u>
Total Acres		196.29 acres

Comprehensive Plan:

The Future land Use and Character Map recommends traditional neighborhood, low-medium density and potential open space/conservation area.

Notice:

Notice was mailed to the adjoining property owners on January 25, 2021. Notice of the public hearing was published in the Daily Reflector on February 1, 2021 and February 8, 2021.

Related Zoning Ordinance Regulations:

- (A) Land use plan. All applications for approval of a master plan community special use permit shall be accompanied by a land use plan prepared by a registered engineer or surveyor, submitted in accordance with section 9-5-44 of the subdivision regulations for preliminary plats and which shall include but not be limited to the following:
- (1) The numbers and types of residential dwelling units including density and density bonus options proposed within each section and the delineation of nonresidential areas;
 - (2) Planned primary and secondary traffic circulation patterns showing proposed and existing public street rights-of-way;
 - (3) Common open space and recreation areas to be developed or preserved in accordance with his article;
 - (4) Any proposed convention center must be shown in terms of location and scale, and all proposed event types must be listed;
 - (5) Minimum peripheral boundary, transition area, and site development setback



- lines;
- (6) Proposed water, sanitary sewer, storm sewer, natural gas and underground electric utilities and facilities to be installed per Greenville Utilities Commission and city standards;
 - (7) The delineation of areas constructed in sections, showing acreage;
 - (8) Water supply watershed overlay district delineation;
 - (9) Regulated wetlands delineation;
 - (10) Boundary survey of the tract showing courses and distances and total acreage, including zoning, land use and lot lines of all contiguous property.

Specific Criteria

- (1) Criteria. In addition to other considerations, the following may be utilized by the City Council in evaluation of a special use permit pursuant to G.S. 160A-388(a):
 - (a) That the proposed population densities, land use and other special characteristics of development can exist in harmony with adjacent areas;
 - (b) That the adjacent areas can be developed in compatibility with the proposed master plan community; and
 - (c) That the proposed master plan community will not adversely affect traffic patterns and follow in adjacent areas.

Staff Recommendation:

Planning staff is of the opinion that the request can meet all the development standards required for issuance of a special use permit upon proper findings by the Greenville City Council.

Council Member Meyerhoeffer stated that it seems like the entrance to the new development will be directly across from the entrance into Ironwood. He asked if there are any plans for a traffic light in that area.

Traffic Engineer DiCesare stated that traffic will be mitigated in that area. He stated that he anticipates that the State will opt to install a round-about in that area.

Council Member Meyerhoeffer expressed his concern with a round-about since the speed limit is 45 mph.

Traffic Engineer DiCesare stated that there would likely be signs posted advising a reduction in speed. He stated that there are other residential roads coming together like this in the County that are being built in a similar way and he does not expect traffic to be an issue.

Council Member Daniels asked that the other residents can expect as far as noise and construction.



Chief Planner Gooby stated that the representatives would be able to speak to the construction schedule.

Mr. Tim Newell, Landscape Architect at Rivers & Associates, spoke on behalf of the applicant. He stated that he had worked closely with Mr. Steve Janowski, the other speaker present, on this project. He stated that the City Council had passed an ordinance in October 2020 creating agricultural communities, “agri-hoods”, and this project would be the first one under that ordinance. He stated that the farm village is the heart of the community, with space for farm-to-table restaurants, health and wellness businesses, breweries, and event space for rent. He stated that this project will be good for the residents and for others in the area. He stated that the project would preserve farm land and farm operations will adhere to organic principles. He stated that the farm will be run and managed by a professional group that promotes health and wellness. Mr. Newell stated that the general public will be able to come to the farmer’s market because it will not be a gated community. He stated that the open space was designed with environmental factors, such as wetlands, in mind. Mr. Newell stated that the HOA will strictly control cut-throughs to help protect vegetation. He asked that the City Council approve this Special Use Permit.

Mr. Steve Janowski stated that he was available to answer questions that the City Council might have.

Hearing no questions from the City Council for the applicant, Mayor Connelly called on additional speakers in favor to come forward. Seeing none, he called on those in opposition to come forward to speak. Seeing none, Mayor Connelly called on Planning Staff for the staff recommendation.

Chief Planner Gooby stated that it is staff’s opinion that the request can meet all the development standards for issuance of a Special Use Permit (SUP) upon proper finding by the Council Council with the following conditions:

- Approved Traffic Analysis
- Approved Stormwater Management

Mayor Connelly closed the public hearing at 7:37 p.m. Hearing no Council discussion, he stated that the following Special Use Permit Criteria must be met:

- Conditions and Specifications
- Comprehensive Plan
- Health and Safety
- Determinant to Public Welfare
- Existing Use Detrimental
- Injury to Properties or Improvements
- Nuisance or Hazard



- Proposed population density, land use, and other special characteristics of the development can exist in harmony with adjacent areas
- Adjacent areas can be developed in compatibility with the proposed Master Plan Community
- Proposed master plan community will not adversely affect traffic patterns and follow in adjacent areas

Council Member Litchfield made a motion to approve the Special Use Permit. Council Member Daniels seconded the motion and it carried unanimously.

Council Member Daniels made a motion to approve the order as outlined in the packet. Council Member Meyerhoeffler seconded the motion and it carried unanimously.

9.) CONSIDERATION OF SECOND AMENDMENT TO AGREEMENT WITH SIDEWALK GREENVILLE, LLC - UNANIMOUSLY APPROVED

Assistant City Manager Graves provided a brief history of the project, stating that University Edge and Dickinson Lofts were developed as part of an agreement between the City and Sidewalk Greenville, LLC in November 2015. The City had conveyed property to be developed as a mix-use project consisting of student rental housing units, market rate professional housing units, and office and retail space. Two key conditions of the agreement were that there would be a minimum of 20,000 sq. feet of office and/or retail space on the lower floors and the City would provide a parking lot.

Assistant City Manager Graves stated that a request to the City Council by the developer had been approved in February 2020 that reduced the minimum square feet of office/retail space to 14,000 sq. ft. The request further allowed the development of an additional thirteen market rate units and nine additional parking spaces. The Board of Adjustment approved the modified SUP in February 2020.

He stated that the new request is to reduce the previously approved 14,000 sq. feet to 6,116 sq. feet. He stated that if approved, this will allow the creation of eight live/work units and provide an additional 11 beds. He stated that the request will require additional parking spaces and will also require a revised SUP that will have to be approved by the Board of Adjustment.

Assistant City Manager Graves stated staff's recommendation to deny the request because it is a significant reduction from the original request.



Council Member Meyerhoeffer asked if the developer would be required to come back before the City to amend their request if the market picks up and they are able to attract more commercial clients.

Assistant City Manager Graves stated that the developer would only be required to come back before the City if they wanted to further reduce their request.

Council Member Litchfield asked how many downstairs units are currently occupied.

City Manager Wall stated none of the retail space is currently occupied.

Council Member Litchfield stated that he believes it is more attractive to have those spaces occupied rather than let them remain dark, empty spaces. He stated the importance of creating an urban atmosphere.

Council Member Bell stated that it is important to incorporate live/work spaces into that project and along the Dickinson corridor. He stated that the matter had been discussed for a few years and this would be a good opportunity to help fill a void and a need in the market.

Mr. Cook stated that the pandemic had halted the work on the first thirteen units. He stated that this is a good interim solution that will not change the look of the project and they can go back to the original plan when the market permits more commercial use.

Council Member Meyerhoeffer stated that he would not have supported this request under normal conditions, but acknowledged that this situation is not typical.

Council Member Meyerhoeffer made a motion to approve the request. Council Member Bell seconded the motion and it carried unanimously.

City Manager's Report

City Manager Wall stated that she did not have a report for the Council.

Comments from the Mayor and City Council

The Mayor and City Council commemorated Black History Month by paying homage to African-American Greenville City Council members and other African-American community leaders in Pitt County. The Council further extended thoughts and prayers to Mayor Pro-Tem Glover and Council Member Smiley and their families.

Recess

Council Member Bell made a motion to recess the meeting to Monday, February 15, at 6:00 p.m. Council Member Daniels seconded the motion and it carried unanimously.



Reconvene

The City Council reconvened its meeting electronically using Zoom on Monday, February 15, at 6:00 p.m. Council Members present included Mayor P.J. Connelly, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, and Council Member Brian Meyerhoeffer, Jr. Mayor Pro-Tem Rose Glover and Council Member William Litchfield, Jr. were absent.

The State implemented rules of procedure for electronic meetings during declared States of Emergency. Public bodies are required to accept input on public hearing items up to 24 hours after public hearings are held. Those that were interested in submitting their comments to the City Council after public hearings held on Thursday, February 11, 2021, were instructed to email their comments to publicinput@greenvillenc.gov. The City Council did not receive any comments for any of the public hearings held at its February 15, 2021, meeting.

The City Council took the following action:

3.) ORDINANCE TO ANNEX FIRE TOWER COMMERCIAL PARK, LOT 28 INVOLVING 1.954 ACRES LOCATED AT THE NORTHEASTERN CORNER OF THE INTERSECTION OF WEST FIRE TOWER ROAD AND WHITLEY DRIVE – *PUBLIC HEARING WAS HELD ON FEBRUARY 11, 2021 AND RECESSED TO ALLOW PUBLIC COMMENT TO BE SUBMITTED 24 HOURS AFTER THE HEARING WAS HELD;* **UNANIMOUSLY APPROVED**

Council Member Meyerhoeffer made a motion to approve the request. Council Member Daniels seconded the motion and it carried unanimously.

4.) ORDINANCE TO ANNEX LAKEVIEW INDUSTRIAL PARK, LOT 7 INVOLVING 1.4854 ACRES LOCATED AT THE TERMINUS OF SAPPHIRE COURT - *PUBLIC HEARING WAS HELD ON FEBRUARY 11, 2021 AND RECESSED TO ALLOW PUBLIC COMMENT TO BE SUBMITTED 24 HOURS AFTER THE HEARING WAS HELD;* **UNANIMOUSLY APPROVED**

Council Member Meyerhoeffer made a motion to approve the request. Council Member Bell seconded the motion and it carried unanimously.

5.) ORDINANCE TO ANNEX NORTH CREEK COMMERCIAL PARK LOTS 4, 5, AND 6 INVOLVING 13.1462 ACRES LOCATED AT THE TERMINUS OF NORTH CREEK DRIVE - *PUBLIC HEARING WAS HELD ON FEBRUARY 11, 2021 AND RECESSED TO ALLOW PUBLIC COMMENT TO BE SUBMITTED 24 HOURS AFTER THE HEARING WAS HELD;* **UNANIMOUSLY APPROVED**

Council Member Meyerhoeffer made a motion to approve the request. Council Member Bell seconded the motion and it carried unanimously.



6.) ORDINANCE REQUESTED BY 4 LIFE PROPERTIES, LLC TO REZONE 5.747 ACRES LOCATED AT THE CURRENT TERMINUS OF MANNING FOREST DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY]) - *PUBLIC HEARING WAS HELD ON FEBRUARY 11, 2021 AND RECESSED TO ALLOW PUBLIC COMMENT TO BE SUBMITTED 24 HOURS AFTER THE HEARING WAS HELD; UNANIMOUSLY APPROVED*

Council Member Bell made a motion to approve the request. Council Member Daniels seconded the motion and it carried unanimously.

7.) ORDINANCE REQUESTED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND TITLE 9, CHAPTER 4 OF THE CITY CODE TO CREATE A DEFINITION AND STANDARDS FOR RESIDENTIAL AND NON-RESIDENTIAL FENCES - *PUBLIC HEARING WAS HELD ON FEBRUARY 11, 2021 AND RECESSED TO ALLOW PUBLIC COMMENT TO BE SUBMITTED 24 HOURS AFTER THE HEARING WAS HELD; UNANIMOUSLY APPROVED*

Council Member Daniels made a motion to approve the request. Council Member Bell seconded the motion and it carried unanimously.

(ADDED) At the City Manager's recommendation, Council Member Bell made a motion to cancel the February 22, 2021, City Council meeting. Council Member Daniels seconded the motion and it carried unanimously.

Adjournment

Council Member Bell moved to adjourn the meeting. The motion was seconded by Council Member Meyerhoeffer. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 6:10 p.m.

Respectfully submitted,

Valerie Shiuwegar

Valerie Shiuwegar
City Clerk



City of Greenville, North Carolina

Meeting Date: 03/08/2021

Title of Item: Ordinance enacting and adopting Supplement #2020-S13 to the City of Greenville Code of Ordinances

Explanation: In accordance with a Codification Agreement (Contract No.1757) dated November 14, 2008, between the City of Greenville and the North Carolina League of Municipalities, along with its code contractor, American Legal Publishing Corporation, the Code of Ordinances was fully revised and updated to include all ordinances adopted through October 8, 2009. Subsequent to this initial revision and update, American Legal Publishing Corporation maintains the City Code by producing periodic supplements to the printed version and hosting/updating an online version of the City Code.

Fiscal Note: No direct fiscal impact.

Recommendation: Approve the ordinance enacting and adopting Supplement #2020-S13 to the City of Greenville Code of Ordinances.

ATTACHMENTS

 [Ordinance City Code S13.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE ENACTING AND ADOPTING SUPPLEMENT NUMBER 2020-S13 TO THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed Supplement Number 2020-S13 to the Code of Ordinances of the City of Greenville, North Carolina, which supplement contains all ordinances of a general and permanent nature enacted on or after January 1, 2019, and on or before December 31, 2019; and

WHEREAS, North Carolina General Statute 160A-77 empowers and authorizes the City of Greenville to adopt and issue a code of its ordinances in book form and to adopt supplements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. That Supplement Number 2020-S13 to the Code of Ordinances of the City of Greenville, North Carolina, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council of the City of Greenville, and the City Clerk of the City of Greenville, North Carolina, is hereby authorized and ordered to insert such supplement in the copy of the Code of Ordinances kept on file in the Office of the City Clerk.

Section 3. This ordinance shall become effective upon its adoption.

This the 8th day of March, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 03/08/2021

Title of Item: Ordinance Amending the City Code and Dissolving the Community Appearance Commission

Explanation: The City Council requested a review of the City's boards and commissions, recognizing areas to improve, such as attaining quorum and clarifying the work of the boards. Staff conducted a review and presented the following recommendations to the City Council at its January 2020 Workshop:

- Merge the Affordable Housing Loan Committee and the Redevelopment Commission
- Merge the Community Appearance Commission and the Neighborhood Advisory Board
- Merge the Greenville Bicycle and Pedestrian Commission and the Public Transportation & Parking Commission
- Merge the Investment Advisory Committee with the Audit Committee and the Other Post-Employment Benefits (OPEB) Committee

During follow-up meetings, the Community Appearance Commission and Neighborhood Advisory Board expressed the differences in the focus and scope of work of each board. The Community Appearance Commission requested additional time to explore potential updates to continue functioning as a stand-alone board. The City Council approved staff's recommendations at its October 19, 2020, meeting and granted additional time to the Community Appearance Commission to further explore the direction of the board and to work on a proposal to bring back for consideration.

The Community Appearance Commission expressed a consensus at their February 3, 2021 meeting that current conditions had re-shifted priorities and expressed a desire to revisit serving in another capacity at a later date.

Fiscal Note: No direct fiscal impact.

Recommendation: Approve the proposed ordinance amending Chapter 3 of Title 2 of the City Code by deleting Article D and dissolving the Community Appearance Commission.

ATTACHMENTS

 [Ordinance Amending the City Code Dissolving the CAC.pdf](#)

ORDINANCE NO. 21-__
AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 2 OF THE CITY CODE BY DELETING
ARTICLE D, DISSOLVING THE COMMUNITY APPEARANCE COMMISSION

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES
HEREBY ORDAIN:

Section 1: That Title 2, Chapter 3, Article D, Section 2-3-42, of the City Code, is hereby
amended by deleting said section in its entirety.

Section 2: That all ordinances and sections of ordinances in conflict with this ordinance are
hereby repealed.

Section 3: That this ordinance shall become effective upon its adoption.

ADOPTED this 8th day of March, 2021.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 03/08/2021

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Davenport Farms at Emerald Park Phase 4 - Cluster
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated fo Davenport Farms at Emerald Park Phase 4 - Cluster (Map Book 85 at Page 187). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2020-2021 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Davenport Farms at Emerald Park Phase 4 – Cluster.

ATTACHMENTS

-  [COG-#1142857-v1-March_2021_Right_of_Way_Resolution.pdf](#)
-  [Davenport Farms at Emerald Park Ph 4 Cluster SP-2020-16.pdf](#)

RESOLUTION NO.
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina:

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Davenport Farms at Emerald Park Phase 4 - Cluster Map Book 85 Page 187

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 8th day of March, 2021.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Camillia Smith, Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this the 8th day of March, 2021.

Notary Public

My Commission Expires:

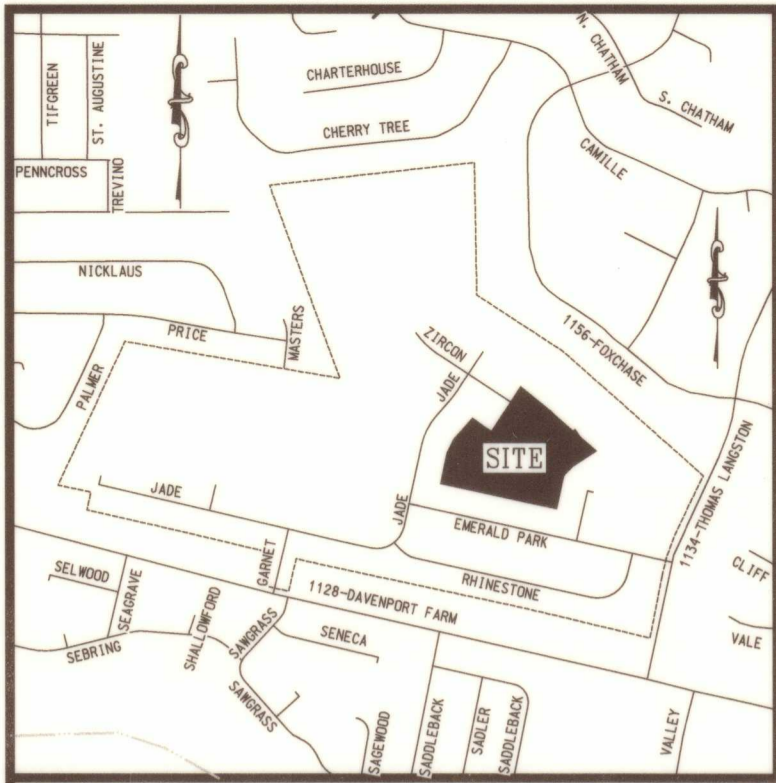
SITE DATA

AREA IN TOTAL TRACT.....6.6594 ACRES
 NUMBER OF LOTS CREATED.....23
 AREA IN COMMON AREA.....0.0000 ACRES
 AREA IN PARKS, RECREATION AND THE LIKE.....0.00 ACRES

Doc ID: 014766740001 Type: CRP
 Recorded: 08/12/2020 at 02:38:45 PM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 85 Pg 187

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C-1	R = 475.00'	L = 50.42'	CH = N 47°56'26"W	50.40'
C-2	R = 475.00'	L = 20.09'	CH = N 43°41'15"W	20.09'
C-3	R = 25.00'	L = 40.32'	CH = N 03°43'24"E	36.09'
C-4	R = 125.00'	L = 14.94'	CH = N 53°20'44"E	14.93'
C-5	R = 125.00'	L = 111.99'	CH = N 82°26'07"E	108.28'
C-6	R = 25.00'	L = 10.86'	CH = S 59°27'19"E	10.77'
C-7	R = 25.00'	L = 23.62'	CH = S 19°56'44"E	22.75'
C-8	R = 59.00'	L = 80.63'	CH = S 32°01'48"E	74.50'
C-9	R = 59.00'	L = 55.81'	CH = N 81°43'11"E	53.75'
C-10	R = 59.00'	L = 55.81'	CH = N 27°31'16"E	53.75'
C-11	R = 59.00'	L = 55.81'	CH = N 26°40'39"W	53.75'
C-12	R = 59.00'	L = 18.66'	CH = N 62°50'16"W	18.58'
C-13	R = 175.00'	L = 61.71'	CH = N 81°59'59"W	61.39'
C-14	R = 175.00'	L = 64.47'	CH = S 77°20'39"W	64.11'
C-15	R = 175.00'	L = 51.52'	CH = S 58°21'21"W	51.33'
C-16	R = 279.00'	L = 66.28'	CH = S 56°43'38"W	66.12'
C-17	R = 329.00'	L = 13.10'	CH = N 62°23'30"E	13.10'
C-18	R = 25.00'	L = 33.28'	CH = S 80°36'45"E	30.88'
C-19	R = 525.00'	L = 20.34'	CH = S 43°35'09"E	20.34'
C-20	R = 525.00'	L = 57.60'	CH = S 47°50'20"E	57.57'



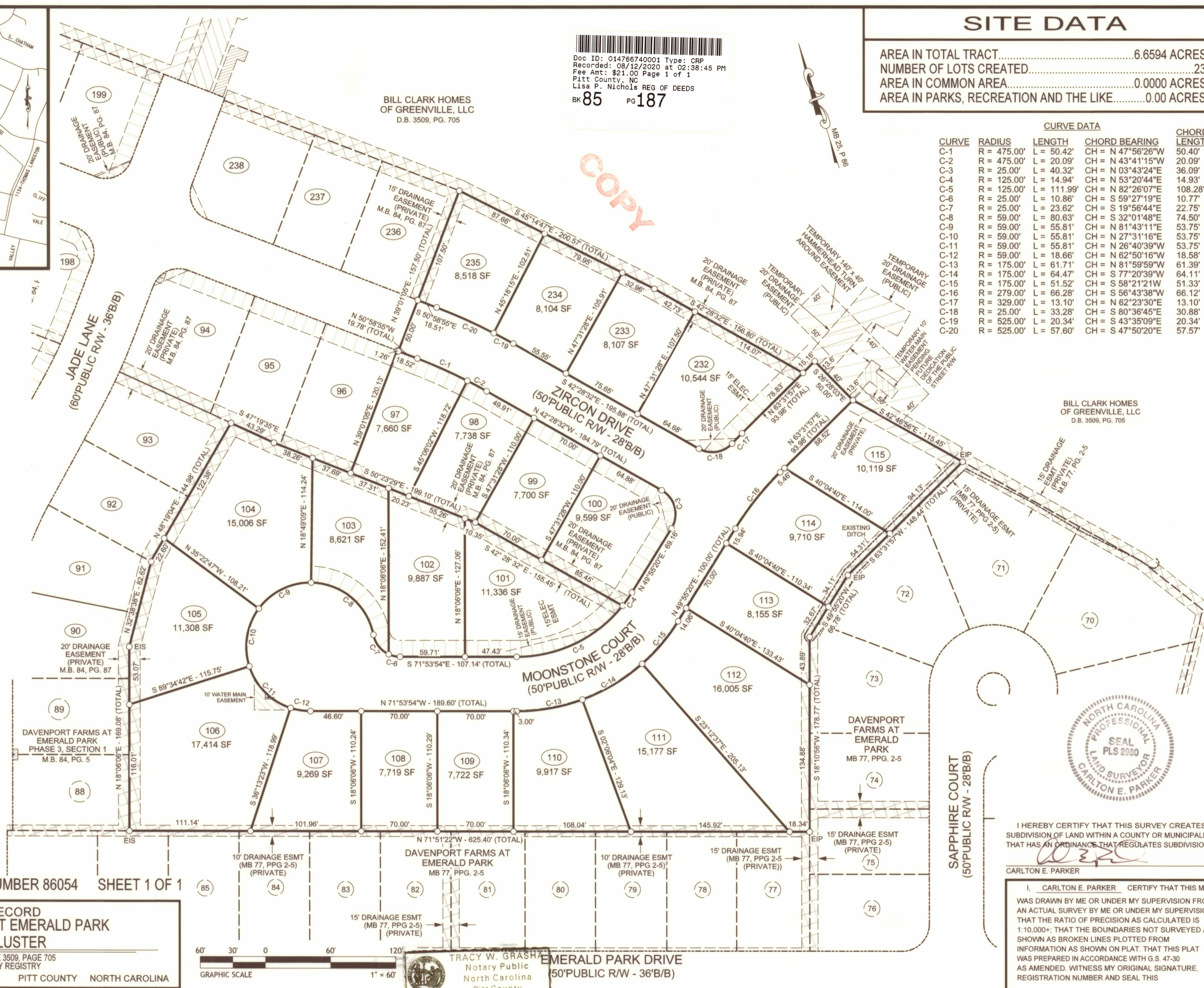
VICINITY MAP
1"=1000'

NOTES:

- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THE DESIGNATED WIDTHS.
- THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS PER FEMA PANEL NUMBER 370191 4665 K, DATED JULY 7, 2014.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- EMERALD PARK, PHASE 4, IS A RESIDENTIAL CLUSTER DEVELOPMENT.
- COMMON AREA TO BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION AS PER DOCUMENTS RECORDED IN D.B. 2329 PG. 626, D.B. 2427 PG. 718, D.B. 3132, PG. 576, D.B. 3132, PG. 579 OF THE PITT COUNTY REGISTRY AND ANY FUTURE AMENDMENTS.

LEGEND

- = NEW IRON STAKE (UNLESS OTHERWISE NOTED)
- = NO POINT SET
- ⊙ = WETLANDS POINT
- ⊖ = EXISTING IRON PIPE
- ⊕ = EXISTING IRON STAKE
- ▨ = PUBLIC DRAINAGE EASEMENT
- ▩ = PRIVATE DRAINAGE EASEMENT



PARCEL NUMBER 86054 SHEET 1 OF 1

MAP FOR RECORD
DAVENPORT FARMS AT EMERALD PARK
PHASE 4 - CLUSTER

REFERENCE DEED BOOK 3509, PAGE 705
OF THE PITT COUNTY REGISTRY

GREENVILLE WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: BILL CLARK HOMES OF GREENVILLE, LLC
 ADDRESS: 200 E. ARLINGTON BLVD., STE R GREENVILLE, NC 27858
 PHONE: (252) 355-2000

MALPASS & ASSOCIATES
 (NC LICENSE NUMBER C-1289)
 1645 E. ARLINGTON BLVD., SUITE D
 GREENVILLE, N.C. 27858
 (252) 756-1780

SURVEYED: CEP APPROVED: CEP
 DRAWN: WCO DATE: 5/11/20
 CHECKED: CEP SCALE: 1" = 60'

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

DEED BOOK 3509 PAGE 705
 DEED BOOK PAGE
 NC REGISTRATION NUMBER L-2980

OWNER'S STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:

OWNER: *Kathryn D. Smith*
 OWNER SWORN AND SUBSCRIBED BEFORE ME THIS 24th DAY OF July, 2020.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: July 10, 2023

APPROVAL
 THIS FINAL PLAT NUMBER 20-16 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE ON THE 10th DAY OF August, 2020.

SIGNED: *[Signature]*
 CITY PLANNER

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.

SIGNED: *[Signature]*
 ATTEST: *[Signature]*

I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS.

CARLTON E. PARKER
 I, CARLTON E. PARKER CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION AS SHOWN ON PLAT. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

12th DAY OF August, 2020.
 CARLTON E. PARKER L-2980
 i. *Bradleigh Scovious*
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 OFFICER OFFICER DATE 8/12/20



TRACY W. GRASHA
 Notary Public
 North Carolina
 Pitt County



City of Greenville, North Carolina

Meeting Date: 03/08/2021

Title of Item: Approval of Application for a North Carolina Parks and Recreation Trust Fund (PARTF) grant in support of Wildwood Park

Explanation: The Tar River Legacy Plan, completed in 2014, included recommended actions intended to promote more interaction with the Tar River and increase the benefits Greenville receives from its proximity to the river. A primary recommendation of the Plan was the development of a riverside "adventure park," now named Wildwood Park. Wildwood Park will provide the community an opportunity to access the river with the choice of various recreational activities, both important components of the Tar River Legacy Plan.

In support of this initiative, the City acquired 163 acres of the Phil Carroll Estate properties on the north bank of the Tar River near the 264 bypass. The appraised value of this acquired acreage (\$489,000) may be used as a match for a 2021 grant application.

Staff is requesting City Council's approval to apply for a 2021 NC PARTF Grant in support of Wildwood Park. Permission is requested to apply for a matching grant of up to \$430,500 for this purpose.

At their meeting on February 10, 2021, members of the the Greenville Recreation and Parks Commission approved applying for a NC PARTF grant for this project, and recommend similar action by the Greenville City Council.

Fiscal Note: The appraised value of the acquired riverside acreage (\$489,000) may be used as a match for the grant.

Recommendation: Approve applying for a 2021 North Carolina PARTF grant in support of Wildwood Park.



City of Greenville, North Carolina

Meeting Date: 03/08/2021

Title of Item: Approval to purchase replacement network/security hardware

Explanation: The Information Technology Department is requesting to purchase replacements for the current F5 Appliances. The F5 Appliances provide high availability to City services, balance server workloads, and provide internet traffic filtering.

The F5 Appliances are network load balancers that act as a front end as well as provide redundancy and fault tolerance for several critical core applications. .The applications include Inbound Internet mail, access to corporate mailboxes (Outlook), access to corporate mail from mobile devices, Citrix, and VPN access. .This also acts as a security proxy for internet traffic inbound for Fire-Rescue's EMS records (Imagetrend) app and scheduling app (Telestaff). The current hardware appliances are 7.5 years old. We have far exceeded the best practice life cycle refresh of 3-5 years. Limited security updates are available for this hardware model, and these devices will reach end of support in April 2021. Upgrading will allow us access to the latest features and capabilities with more robust computing and memory capacities. Non-supported equipment poses a risk from hardware outages as well as being vulnerable from software support issues and security risks.

The pricing for this replacement hardware is from North Carolina's 204x Infrastructure Solutions Contract. This contract provides competitive-priced solutions for State agencies and local municipalities. Data Network Solutions is the selected vendor from this contract.

Fiscal Note: Funding for this purchase will come from the IT Capital Projects Fund allocated in this fiscal year for the amount of \$146,425.39 and include 1 year of maintenance.

Recommendation: City Council approve the purchase of the new hardware utilizing available funding.

ATTACHMENTS

 [F5 DNS.pdf](#)



Jason Leon
 Account Executive
 Data Network Solutions
jleon@datanetworksolutions.com
 919-649-8135
orders@DataNetworkSolutions.com

Rob Hudson
 City of Greenville
 200 West Fifth Street
 Greenville, NC 27835
rhudson@greenvillenc.gov
 252-329-4454

Quote: DNS-CityofGreenville-01052021-F5-001
Project: F5 Refresh

MFG	MFG PART#	DESCRIPTION	QTY	LIST PRICE	UNIT PRICE	EXTENDED PRICE
Hardware/Software:						
	F5-BIG-BT-I2800	F5 Networks : BIG-IP i2800 Best Bundle (16 GB Memory, Max SSL, Max Compression)	2	\$65,995.00	\$ 50,595.67	\$ 101,191.34
	F5-SVC-BIG-PRE-L1-3	F5 Networks : Level 1-3 Premium Service for BIG-IP (7x24)	2	\$11,219.15	\$ 10,970.87	\$ 21,941.74
	F5-UPG-AC-I2XXX	F5 Networks : BIG-IP Single AC Power Supply for i2X00 (250 W, Field Upgrade)	2	\$1,750.00	\$ 1,428.87	\$ 2,857.74
	F5-UPG-SFPC-R	F5 Networks : BIG-IP & VIPRION SFP 1000BASE-T Transceiver (Field Upgrade)	4	\$350.00	\$ 330.57	\$ 1,322.28
	F5-CST-TAP-STD-BASE	F5 Networks : Trusted Advisor Program Base Service (15 Express Pass, prepaid)	1	\$22,000.00	\$ 19,112.29	\$ 19,112.29
TOTAL						\$146,425.39

Contract: NC 204x

Prepared Jason Leon
 Dated: 1/5/2021 Prices valid for 30 days. Quote Expires: 02/04/2021
 DNS reserves the right to amend quotation if errors or omissions occur.
 All information contained in this quote is confidential and not to be shared with any third parties unless authorized by DNS
 Taxes, Shipping and Handling not included, and are billed as incurred.
 Credit Card orders are subject to a 3% surcharge.
 Returned hardware may be subject to a 25 % restocking fee.
 All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.
 Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.
 **Purchase Orders can be emailed to orders@datanetworksolutions.com



City of Greenville, North Carolina

Meeting Date: 03/08/2021

Title of Item: Approval to lease four replacement Sanitation Side Loaders for the Public Works Department

Explanation: The Public Works Department is requesting to lease four (4) replacement Heil Python 28 Full Eject Side Loader / 2022 Mack LR for a term of thirty-six (36) months at a rate of \$5,420.14 per vehicle per month. These items will be leased through the Sourcewell Cooperative Purchasing Advantage.

Qty	Make	Model	Rate Factor	Amt Financed	Type Lease	Annual Miles	Term in Months	Payments
4	Heil	Python 28-Full Eject / 2022 Mack LR	0.01714	\$316,320	Walk Away	N/A	36	\$5,420.14

Analysis of our fleet maintenance records has shown that as the fleet of Side-loaders have begun to age, they are experiencing more frequent and lengthy maintenance issues. Annual maintenance has increased from an average of \$15,000 annually for the first three years to \$35,000 annually for the next three years. Additionally, the average number of days out of service for PM/maintenance has increased from 12 days/year (years 1-3) to 35 days/year (years 4-6). This has also led to increased labor costs as a result of increased overtime. For these reasons, we are recommending a 36-month lease.

Quality solid waste service to our residents is paramount. A primary component of providing quality service is adhering to the weekly schedules for refuse service. Having functional, dependable vehicles is essential to providing this service. Breakdowns resulting in "out-of-service" vehicles are negatively impacting solid waste operations. The side-loader vehicles perform the same repetitive motion each day, which causes a higher degree of wear and tear on the vehicles. By leasing instead of purchasing, we are able to replace these type vehicles sooner which will result in less downtime and delays.

Fiscal Note: This lease would be for a period of three (3) years. With a monthly payment of \$5,420.14 per vehicle, the total cost for the leasing of the four (4) replacement side-loaders will be \$780,500.16.

Funding for these leases will come from the Sanitation Enterprise Fund. These four (4) vehicles will not contribute to the VRF since they are being leased.

Recommendation: City Council approve the lease of four (4) replacement Heil Python 28 Full Eject Side Loader / 2022 Mack LR.

ATTACHMENTS

-  [Side Loader Pricing.pdf](#)
-  [Side Loader Specifications.pdf](#)



To: Kevin Mulligan
Director of Public Works

From: Molt Massey
Greenville, NC

Email: kmulligan@greenvillenc.gov
Phone: 252-329-4520

Email: mmassey@leasedirect.com
Phone: 484-868-1167

Date: February 11, 2021

Expires: March 31, 2021

RE: City of Greenville, NC

Qty	Make	Description Model	Rate Factor	Amt Financed	Type Lease	Annual Miles	Term in Months	Payment
4	Heil	Python 28 - Full Eject / 2022 Mack LR	0.01714	\$ 316,320.00	Walk Away	NA	36	\$ 5,420.14
			0.01554	\$ 316,320.00	Walk Away	NA	48	\$ 4,915.61

The above is a proposal for financing for the customer named herein ("Customer") regarding the equipment described herein ("Equipment") by De Lage Landen Financial Services, Inc. ("DLL") for discussion purposes only. This Letter is a non-binding indication of interest regarding a possible financing transaction on the general terms and conditions outlined herein and is not a commitment. This proposal is not a statement of all terms and conditions of any financing that may be approved. This letter is intended for the use of the Customer only. This Letter is valid for a period stated above and will expire as indicated and thereafter shall be deemed to be null and void. Payments are quoted in arrears.

Molt Massey
Regional Sales Director - Construction, Transportation, and Industrial
DLL Financial Solutions Partner
3719 Cancion Street
Greenville, NC 27858

This quote is based on current LIBOR-Swap Yields and any changes in those yields may affect the above pricing. The above quote is not a commitment to finance. A commitment can only be issued after credit approval.
This quote is subject to credit approval, execution of mutually agreeable documentation and insurance. This quote is subject to change without notice.

City of Greenville - CES - Taylor - Feb 11, 2021

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
(336) 869-9900

February 11 , 2021

Mr. Angel Maldonado / Fleet Superintendent
Mr. Delbert Bryant / Director of Sanitation
City of Greenville
1500 Beatty Road
Greenville, North Carolina 27835

Reference : Python 28-E / 2022 Mack LR / Dual Drive Air Seats
Sourcewell (Member # 39568)

Gentlemen ,

Per your request, we are pleased to quote to you the following **Heil Python 28 Yd Full Eject Automated Side Loader** per the standard factory specifications as follows :

1. Factory Mounting
2. **Tri-Cuff Grabbers**
3. 5.2 Cubic Yd Hopper
4. 108" Lift Reach
5. Street Side Access Door with Step and Grab
6. Under Hopper Liquid Sump
7. Body Props
8. Tailgate Props
9. Fully Automatic Shur-Lock Tailgate Locks
10. OIGAI Front Tandem Vane Pump
11. Chassis Frame Mounted Oil Tank w/ Temp Gauge and Shut Off
12. 3 Micron Return Line Filter
13. 100 Mesh Suction Line Strainer
14. In-Cab Packing Controls / Electric-Air
15. In-Cab Hoist Controls Air Electric Joystick
16. In-Cab Controls for Tailgate
17. IFM Controller "In Sight " Diagnostic Display / Lift Cycle Counter
18. Select -O-Pack
19. Auto Lift
20. Arm Rest
21. Back - Up Alarm
22. LED Center Mounted Brake Light
23. LED Duplicate High and low mount stop , Turn and Tail Lights
24. LED Mid Body Turn Signals
25. LED Federal # 108 Clearance and Reflector Lights

26. ICC Reflective Tape
27. Rear Mud Flaps
28. Rear Underride Guard
29. Rear Camera Bracket and Floodlights
30. Body Undercoating
31. Cavity Coat and Joint Sealer
32. Remote Packer Lube Kit
33. Safety Triangle Kit
- 34. Front Oval Strobes**
- 35. Dupont White Paint-One Color**
- 36. Hopper Lift and Worklight Kit**
- 37. Strobe Light @ Tailgate**
- 38. Grote Smart Lights**
- 39. Hopper Hood**
- 40. 20 # Fire Extinguisher**
- 41. Air Flow Panels on each side / Installed @ CES**
- 42. Global Sensor System / Installed @ CES (Like Wilson, NC)**
- 43. 3rd Eye Four (4) Camera System (Tailgate /Hopper/Arm + LH Cab)
and Monitor**
- 44. Lower Tailgate Decal Kit**
- 45. Tool Rack**
46. 12 Month Body Warranty
47. Freight

Heil Python 28 – Full Eject / 2022 Mack LR :\$ 316,320 .00 Each

Price for Four (4) : \$ 1,265,280.00

Clarifications :

Rear Tires will be changed to 11R/22.5's as requested.

Truck Extended Warranty Includes :

Engine : 5 Yr / 250,000 Mile

Aftertreatment Exhaust : 5 Yr.

Allison Warranty : 5 Yr.

It should take approximately 60-75 days for the truck to ship from the HEIL plant to our Kernersville ,NC facility. We would then need to add the Air Flow side panels and the Global Sensor system. Complete delivery should be approximately 120 days of receipt of a confirming purchase order and receipt of the Mack trucks referenced below

All ready trucks are quoted subject to prior sale. We have 12 of these trucks coming in between March 19-26 , 2021 . If all of the trucks are sold before the council meeting it will change the delivery and the price quoted.

In addition , our standard terms of **Full Net Invoice / Delivery** will also apply.

The North Carolina road use tax is not included in the pricing above.

We thank you for this opportunity and look forward to hearing from you should there be any questions.

Kindest Regards ,

Chip Taylor

Chip Taylor
Carolina Environmental Systems, Inc.

Mobile : (803) 238-3590

E-Mail : chiptaylor@sc.rr.com

Sourcewell / HEIL contract # 091219-THC

NOTE : As discussed , both Steel Sur-Charges from the plant are included . This price is in effect until April 10th , 2021 unless we are notified of an additional steel increase .

NOTE : We did not increase the price of the Mack due to the year model change from 2021 to 2022 .



DuraPack® Python®

High Compaction Automated Side Loader Product Specifications

Performance Specifications	
Lift Load Capacity	625 lbs. @ 9 ft.; 1,250 lbs. @ hopper
Lift Cycle Time*	8 seconds
Lift Reach	9 ft.
Compaction	Up to 900 lbs. per yd ³
Working RPM	800 (operate-in-gear-at-idle)

* Complete cycle time defined as grip, dump, return and release

All designs, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

Cylinders Specifications			
BODY CYLINDERS	Type	Bore x Stroke	
Tailgate Raise	(2) Double acting	in.	3.0 x 35
		mm	76 x 889
Packer Blade	(2) Double acting	in.	5.5 x 6.3
		mm	140 x 1600
Packer/Ejector (eject model)	(1) Double acting	in.	(26) 5.5 x 141 (28) 5.5 x 151 (33) 5.5 x 181
		mm	(26) 140 x 3581 (28) 140 x 3835 (33) 140 x 4597
		in.	3.0 x 3.625
		mm	76 x 92
Tailgate Locking	(2) Double acting	in.	4.5 x 55
Body Hoist (dump model)	(2) Single acting 2 stage telescopic	in.	4.5 x 55
		mm	114 x 1397
LIFT CYLINDERS			
Reach	(1) Double acting	in.	3.1 x 16.0
		mm	80 x 406
Grab	(1) Double acting	in.	3.1 x 8.0
		mm	80 x 203
Lift	(1) Double acting	in.	3.1 x 16.0
		mm	80 x 406

Chassis Requirements *		22 yd ³	24 yd ³	26 yd ³	28 yd ³	33 yd ³
Min. GVWR	front	52,000	52,000	56,000	58,000	62,000
	rear	18,000	18,000	18,000	18,000	18,000
Min. GAWR	front	34,000	34,000	38,000	40,000	44,000
	rear	177 ± 3 in.	189 ± 3 in.	177 ± 3 in.	189 ± 3 in.	201 ± 3 in.
Usable CT	front	200 ± 3 in.	212 ± 3 in.	200 ± 3 in.	212 ± 3 in.	224 ± 3 in.
	rear	240 in.	250 in.	240 in.	250 in.	285 in.
C.O.E Wheelbase	front	240 in.	250 in.	250 in.	260 in.	295 in.
	rear	250 in.	260 in.	260 in.	260 in.	295 in.

* Additional Requirements
 • 425 ft.-lbs. recommended engine torque at pump shaft at idle.
 • Neutral signal, brake signal, and R-stator signal dedicated for body builder use in cab.
 • 130 amp alternator - minimum.

Body Specifications		22 yd ³	24 yd ³	26 yd ³	28 yd ³	33 yd ³
Body Capacity	yd ³	22	24	26	28	33
	m ³	16.8	18.3	19.3	21.4	25.2
Hopper Capacity	yd ³	5.2	5.2	5.2	5.2	5.2
	m ³	4.0	4.0	4.0	4.0	4.0
Overall Length	in.	255	265	274	284	319
	mm	6,477	6,731	6,960	7,214	8,103
Overall Length (Tailgate Raised)	in.	332	342	332	342	382
	mm	8,433	8,687	8,433	8,687	9,703
Overall Width	in.	96	96	96	96	96
	mm	2,438	2,438	2,438	2,438	2,438
Overall Height Above Frame	body lowered	in.	103	103	103	103
		mm	2,616	2,616	2,616	2,616
	body raised	in.	190	190	190	190
		mm	4,826	4,826	4,826	4,826
	tailgate raised	in.	180	180	180	180
		mm	4,560	4,560	4,560	4,560
lbs.	16,000	16,200	16,300	16,700	18,000	
Gross Weight (Route Ready)	kg.	7,260	7,350	7,400	7,580	8,170

Hydraulic Specifications	
PUMP	Operate-In-Gear-At-Idle (standard)
Type	Tandem Vane
Maximum Operating Pressure	2,500 psi (17,238 kPa)
Working RPM	800 RPM approx.
Flow at Working RPM	28 GPM (106 LPM) approx.
OIL RESERVOIR	Chassis frame mounted
Gross Capacity	50 gallons (190 liters)
Filters	Return line 3 micron, 140 micron suction strainer
VALVES	
Packing Control	Electric, push button operated
Tailgate	
Tailgate Locking	Air operated toggle
Body Raise	

Automated Lift Specifications	
Lift load capacity	625 lbs. @ 9 ft.; 1,250 lbs. @ hopper
Cycle time	8 seconds @ idle
Reach	9 ft.
Ground clearance	20 in. from ground to bottom of grabber arms (based on a 42 in. chassis rail height)
Weight*	1,850 lbs. approx.
Controls	Joystick, air over hydraulic with feathering ability

* Weight includes standard 60/90 gallon grabbers

CONTACT YOUR LOCAL DEALER



2030 Hamilton Place Blvd., Suite 300, Chattanooga, TN 37421
 866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478
 www.heil.com

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 FORM #SWS-000004-042110



THE WHEELS ARE ALWAYS TURNING

A DOVER COMPANY

DuraPack[®] Python[®]

High Compaction Automated Side Loader



DuraPack[®] Python[®]

The fastest strike in the asphalt jungle!

The DuraPack[®] Python[®] automated side loader combines two proven products in one high-performance package — the DuraPack body, which is famous for its toughness and productivity, and the patented Python automated arm, which is faster, smoother, and longer-lasting than any other.

Strike Quickly. The DuraPack Python's arm has an 8-second lift cycle. That can save you up to 4 seconds per stop — and up 1 hour per day — delivering a fiscal savings of more than \$15,000 per truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python's follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.

Strike Smoothly. Able to lift up to 1,250 pounds, the Python's arm features cushioned cylinders for action that's as smooth as a snake, saving wear and tear on the lift arm and the chassis. The Python's unique lift geometry also prevents spillage and enables the arm to return carts with the lids closed every time.

Strike Quietly. Heil's Operate-in-Gear-at-Idle System comes standard on the DuraPack Python. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise — a benefit to operators and customers alike.

Strike Confidently. We back all Heil units with a worldwide network of knowledgeable dealers and service centers, as well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your Python operating at its peak. Add to that Heil's century-old heritage of commitment to customer satisfaction, and you can feel certain that, when you choose a DuraPack Python, you are getting the most productive, durable, and safe automated side loader available.

Read on to learn more about the DuraPack Python's operator-friendly features, and then contact your Authorized Heil Dealer for assistance in choosing the Heil refuse collection vehicle that is right for you. To find the Dealer nearest you, visit www.heil.com.





Striking Features

The DuraPack® Python® was specifically engineered with features that will withstand the punishment of daily use.

- **Solid Foundation** — Our exclusive fully welded interlaced subframe provides exceptional strength and durability, while resisting corrosion and salt damage. This means your DuraPack Python will enjoy a long lifespan.
- **Less Time in the Shop** — The Python features our Service Smart™ design, which simplifies routine maintenance and keeps you away from the shop and out servicing your customers — and making money.
- **Exceptional Reach** — The patented automated arm can reach up to 9 feet.
- **Bigger Bites** — A 5.2 cubic yard hopper means the Python can easily handle a variety of container sizes, from 30 to 96 gallons, with fewer trips to the disposal site.
- **On-board Diagnostic Tools** — Quickly and easily diagnose problems away from outside hazards and weather. On-board diagnostic tools make troubleshooting a breeze.
- **Tough Tailgate** — The DuraPack Python's tailgate is reinforced to prevent buckling and features a 60-inch seal to keep liquids inside the body where they belong.
- **Shur-Lock™ Tailgate Locks** — Heil's in-cab operated tailgate locking system not only keeps payloads secure but also enables the operator to unlock and open the tailgate to discharge the payload from the safety and comfort of the cab. Reflective indicator tags, visible from the cab's mirrors, confirm when the tailgate is sealed.

DuraMount™ Design

Heil's DuraMount Design, which is used to mount the lift to the chassis frame, reduces the potential for bolt fatigue and provides Service Smart™ bolt access for easy maintenance.



Joystick Cab Controls

Reliable, ergonomic joystick controls deliver smoother performance and enhance usability. With the standard AutoLoad system, the operator can reach, grab, lift, dump, and return the arm to the stowed position using only the joystick and 2 buttons.



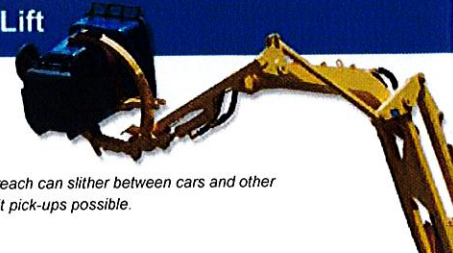
Python® Grabber Gears

Made from specially formulated high-strength alloy steel, the Python's superior hardened grabber gears virtually eliminate gear wear. The gears are splined to the grabber shafts and can be cycled up to 1,000,000 times with no evidence of wear.



Python® Automated Lift

The Python's 8-second lift cycle can save you up to 4 seconds per stop and up to 1 hour per day — which can add up to more than \$15,000 in savings per truck per year! The Python's 9-foot reach can slither between cars and other obstacles, making even the most difficult pick-ups possible.





WE NEVER STOP WORKING FOR YOU

DuraPack® Python®

High-Performance Automated Side Loader



Standard Equipment Features included in Base Price

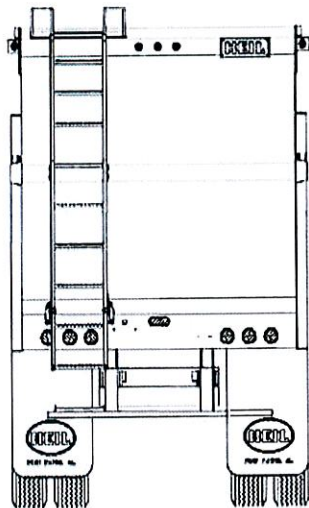
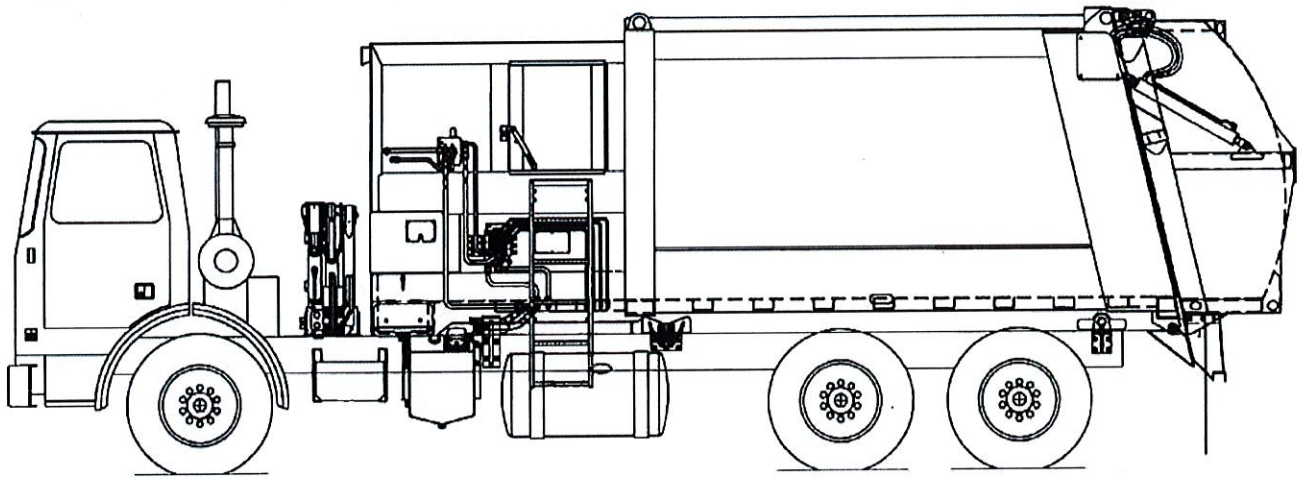
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|--|--|
| <ul style="list-style-type: none"> • 5.2 yd³ hopper • 108 in. lift reach • Python Lift - 2-year limited structural warranty • Lift capacity up to 800 lbs. • Street side access door with step and grab (includes Interlocks) • Under hopper liquid sump with 2 clean-out doors and steel rake • Body service props for service hoist models • Tailgate service props • Fully automatic Shur-Lock™ tailgate locks • O.I.G.A.I. front mount tandem vane pump system • Cushioned up and down with chrome-plated rods • Chassis frame-mounted oil tank with level/temperature gauge and oil suction shut-off valve • 3-micron return line filter with magnetic trap and in-cab filter bypass monitor • 100-micron suction line strainer • Abrasion resistant hydraulic hoses • In-cab packing controls, electric/air • In-cab lift controls, air/electric, joystick • In-cab controls for eject models, electric/air • In-cab tailgate controls, air • Cortex Controller™ with InSight™ diagnostic display and standard lift cycle counter • Severe Duty Packer wear bar kit -Hopper only | <ul style="list-style-type: none"> • Safety triangle • In-cab function and indicator lights • Select-O-Pack • AutoLift™ • Arm rest • Lift reach warning • Backup alarm • Backup and license plate lights • LED Center mounted brake light • LED Duplicate high and low mount stop, turn, and tail lights • LED Mid-body turn signals • LED FMVSS #108 clearance lights and reflectors • ICC reflective tape • Rear mud flaps - anti-sail/anti-splash • Rear underride guard • Rear camera bracket and flood lights - reverse activated • Body undercoating • Customer's choice of one color finish paint from Color Smart brochure • Standard 1-year (2,000 hours of operation) warranty • ANSI Z 245.1-2012 compliant • Cavity coat and joint sealer • Remote packer lube kit • 5 lb. in-cab fire extinguisher |
|--|--|

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DuraPack® Python®

High-Performance Automated Side Loader

Paint Stripe and Accessory Requirements



PAINT AND OPTIONS LAYOUT DETAIL
USE THIS FORM TO DESCRIBE PAINT SCHEMES
BE SPECIFIC ABOUT DIMENSIONS AND DETAILS

Sales Order #		Submitted by	
Customer			
Paint Color 1			
Paint Color 2			
Paint Color 3			
Chassis Make			
Chassis Model			
Wheelbase			
Body Size		Approved by	






TECHNICAL SPECIFICATION

LR 64R

CUSTOMER/VEHICLE INFO		DESCRIPTION
S	CHASSIS (BASE MODEL)	LR 64R DAYCAB
S	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	TYPE OF SERVICE	COMMERCIAL
S	WARRANTY REGISTRATION LOCATION	US - WARRANTY REGISTRATION LOCATION
S	INITIAL REGISTRATION LOCATION	ALL 50 STATES, CARB ENGINE EMISSION (US17 / US21 / ZERO EMISSION)
	VEHICLE APPLICATION CLASS	CLASS C ON/OFF HIGHWAY
	VEHICLE USE & BODY/TRAILER TYPE	REFUSE AUTOMATIC SIDE LOADER TRUCK
S	TERRAIN GRADE	NORMAL HIGHWAY, STARTING GRADES<12%
	LOADING SURFACE	GRAVEL LOADING AND / OR UNLOADING SURFACE
S	VEHICLE VOCATION	REFUSE / LANDFILL OPERATION

ENGINE/TRANSMISSIONS		DESCRIPTION
	ENGINE PACKAGE, COMBUSTION	MP7-355A MACK 355HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1260 LB-FT, US'17
S	TRANSMISSION	4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS

EXHAUST/EMISSIONS		DESCRIPTION
	DEF TANK	6.6 GALLON (25 L) 22" LEFT SIDE FRAME MOUNTED
S	EXHAUST	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END, SIDE OUTLET DIFFUSER
S	EXHAUST SYSTEM MATERIAL FINISH	W/O VERT EXH-BRIGHT FINISH
	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2021

ENGINE EQUIPMENT		DESCRIPTION
S	AIR CLEANER	13" SINGLE ELEMENT, DRY TYPE W/SNORKEL BEHIND CAB, AIR RESTRICTION INDICATOR ON FILTER
S	AIR COMPRESSOR/DRYER	WABCO 1800P AIR DRYER W/O TURBO CUT OFF VALVE, W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR
S	AIR DRYER POSITION (CA)	W/O RELOCATION OPTION
	ALTERNATOR	DELCO 12V 160A (24SI) BRUSH-TYPE
S	BATTERIES	(3) MACK 12V 650/1950 CCA THREADED STUD TYPE

TECHNICAL SPECIFICATION (cont.)

ENGINE EQUIPMENT		DESCRIPTION
S	BATTERY BOX - MOUNTING	PERPENDICULAR TO FRAME 11" FROM NTOF (3 BATTERY MAX)
S	BATTERY BOX COVER	MOLDED PLASTIC
S	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S	STARTER MOTOR	12 VOLT DELCO 39MT-MXT
	ENGINE BRAKE	MACK MP7 POWERLEASH
S	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER
S	COOLING PERFORMANCE	W/O AUXILIARY COOLING
S	HOSES - RADIATOR/HEATER	SILICONE RADIATOR AND HEATER HOSES
S	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE W/ HOT RECIRCULATION (INTEGRAL W/ PRIMARY FUEL FILTER)
	AUX. FUEL SYSTEM EQUIPMENT	ADDITIONAL FILTERED WARM FUEL RETURNING TO FUEL TANKS
S	OIL PAN	OIL PAN
S	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
S	ENGINE BLOCK HEATER RECEPTACLE (CA)	ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION
S	TETHER DEV PKG, CAPS & COVERS	PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND

CLUTCH/TRANS EQUIPMENT		DESCRIPTION
S	DRIVELINE - MAIN	MERITOR 176 MXL "XTENDED LUBE" (PROPS-M)
S	DRIVELINE - INTERAXLE	MERITOR 17 MXL "XTENDED LUBE"
S	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE
S	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT
S	TRANSMISSION OIL COOLER	ALLISON TRANSMISSION W/DIRECT MOUNT COOLER

FRONT AXLE EQUIPMENT		DESCRIPTION
S	FRONT AXLE	20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS
	SPRINGS - FRONT	MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS
S	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+
	FRONT AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR FRONT AXLE
	FRONT BRAKE ADJ. MANUFACTURE	MERITOR - AUTOMATIC
S	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM
S	HUB MATERIAL, FRONT	FERROUS
S	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE
S	STEERING	M100P PLUS RIGHT SIDE ASSIST CYLINDER
S	BUMP STOP, FRONT SUSPENSION	STATIC LOAD CUSHIONS

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLES - TANDEM	46000# (20900kg) MACK S462R CAST DUCTILE HOUSING
S	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE
S	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL
	REAR AXLE RATIO	5.04 RATIO
	REAR SUSPENSION - TANDEM	SS462 MACK MULTILEAF (CAMELBACK) 46000# - EXTRA THICK SPRING THICKNESS
	REAR SUSP. BEAM BUSHINGS	BRONZE
S	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)

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TECHNICAL SPECIFICATION (cont.)

REAR AXLE EQUIPMENT		DESCRIPTION
S	REAR SPRING INSULATOR MAT'L	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP
S	TRANSVERSE TORQUE RODS, R SUSP	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
	BRAKES - REAR	MERITOR - CAM 16.5"x8.0" Q+ (Total for QTY = 2)
S	BRAKE, DRIVE, REAR	CAST IRON
	REAR BRAKE ADJ MANUFACTURE	MERITOR - AUTOMATIC
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE
	REAR BRAKE CHAMBER	MGM TR-T2 (TAMPER RESIST & BREATHER TUBE BRAKE CHAMBERS) LONG STROKE (Total for QTY = 2)
S	BRAKE CHAMBER DIAPHRAGM MATERIAL (CA)	W/O BRAKE DIAPHRAGM OPTION
S	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT
S	POWER DIVIDER LOCKOUT	POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
S	LUBRICANTS, REAR AXLE(s)	FACTORY OPTION LUBE - REAR AXLE
	TRACTION DIFFERENTIAL	DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK ALL RR AXLES, MANUAL AIR VALVE W/WARNING LIGHT.
S	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	WHEELBASE	210"
CA	AF (OVERHANG)	113"
	FRAME RAILS & LINERS	9.5 x 82 x 340mm - (0.375" x 3.25" x 13.38")W/ Full Liner; RBM 3,122,400 LB-IN
S	CROSSMEMBERS	STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL
S	AUX CROSSM. IN REAR OVERHANG	1/2" PLATE (ONE) BACK TO BACK
S	AUX CROSSM. IN REAR OVERH TYPE	WITHOUT AUX CROSSM. IN REAR OVERHANG TYPE
S	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
	FRONT BUMPER	FLUSH, PAINTED STEEL, STRAIGHT FOR CARRY CAN APPLICATION
S	GUARD	SKID PLATE UNDER BUMPER AND RADIATOR
S	TOWING DEVICE, FRONT	CENTER TOW CAPABILITY BASED ON BUMPER SELECTION
	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	FUEL TANK - LH	70 GALLON (265 L) STEEL, 26"x24" RECTANGULAR
	FUEL TANK - RH	W/O RH FUEL TANK
S	FUEL HOSES, LIQUID	AEROQUIP FIRE RESISTANT HOSE
	FUEL TANK POSITION (CA)	LOCATE BEHIND LH RAIL- 5" BELOW TOP OF RAIL
	FUEL FILLER NECK OPTIONS	FOR LH FUEL TANK

AIR/BRAKE		DESCRIPTION
S	AIRTANK DRAIN VALVE	AUTO DRAIN VALVE, HEATED ON SUPPLY TANK, MANUAL (PETCOCK) ON ALL OTHER TANKS
S	AIRTANK MATERIAL	STEEL
S	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM
	BODY BUILDER, AIR PREP KIT	BODYBUILDER AIR LINES (SEVEN 1/4" AIR LINES FOR USE W/PNEUMATIC JOYSTICKS)

ELECTRICAL		DESCRIPTION
S	BACK-UP ALARM	PRECO, MODEL 1059
S	ROOF & SIDE MARKER LIGHTS	TRUCKLIGHT TYPE ROOF MARKER for LR
S	HEADLIGHT LAMP TYPE	HEADLAMP BULB TYPE, LED
	HEADLAMP PROTECTION	HEADLAMP PROTECTION

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TECHNICAL SPECIFICATION (cont.)

ELECTRICAL DESCRIPTION

S	DAYTIME RUNNING LIGHTS	ENGINE RUNNING ACTIVATED
	TAIL LAMPS	INCANDESCENT TAIL LAMPS
S	AUX. POWER OUTLET, INTERIOR	COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT
S	FRONT & SIDE INDICATOR LMP TYP	FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE

TRAILER CONNECTIONS DESCRIPTION

S	EXT. INDICATOR LMP, MAIN SWITCH (CA)	FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION)
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PTO DESCRIPTION

S	HYDRAULIC PUMP	FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED
S	CRANKSHAFT ADAPTER	1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)
S	PTO - REAR MOUNTED	PREP KIT FOR EXTENDED SHAFT PTO
	PTO TRANSMISSION MOUNTED ADM.	SINGLE PTO TRANSMISSION
S	BODY BUILDER MODULE	ControlLink III BODY BUILDER EL PREP KIT, REFUSE, RP170 ELECT. INTERFACE (3 CON 54 PINS)

SPECIALTY EQUIPMENT DESCRIPTION

S	TRANSPORT ADAPTATION	UNIFORM LOAD NO ADAPTATION
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CAB INTERIOR (A THRU G) DESCRIPTION

S	CAB HEATER UNIT	STD HEATER
S	CLIMATE UNIT	MAEK INTEGRAL W/HEATER (COMBO HEATER/AIR CONIDITIONER UNIT) W/R134a REFRIGERANT
S	CAMERA, SURVEILLANCE	WITHOUT CAMERA
S	FLOOR MATS	FLOOR MAT, RUBBER
S	GAUGE - TRANSMISSION OIL TEMP	TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT
S	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)

CAB INTERIOR (H THRU R) DESCRIPTION

S	KEY TYPES FOR DOORS	BASIC UNIQUE KEY
S	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, CD-PLAYER, MP3, WEATHER BAND, BLUETOOTH
S	ANTENNA - RADIO	RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE
S	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) MOUNTED ON TOP OF DASH

CAB INTERIOR (S THRU Z) DESCRIPTION

	SEAT - DRIVER'S	BOSTROM TALLADEGA 910 (MID-BACK) AIR SUSPENSION
	SEAT COVERING	ALL CLOTH, BLACK, DRIVER SEATS
	SEAT BELT(S)	LAP & SHOULDER BELTS FOR (2) DRIVER SEATS, TO BE ORANGE IN COLOR
S	STEERING WHEEL	TWO SPOKE URETHANE GRIP CHARCOAL SPOKES
	STEERING WHEEL ADJUSTMENT	STEERING COLUMN, ADJUSTABLE TILT TELESCOPE
	TURN SIGNALS	MANUAL CANCELLING TURN SIGNALS
S	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION
S	WINDSHIELD PROTECTOR	FURNISH WINDSHIELD PROTECTOR

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TECHNICAL SPECIFICATION (cont.)

CAB EXTERIOR		DESCRIPTION
S	EMBLEMS OPTION	EMBLEMS OPTION, COMPLETE
S	FRONT GRILLE	BLACK, EXTENDED CAB VERSION
	CAB	RH & LH SIT DOWN DRIVING POSITION, EXTENDED CAB VERSION
	CAB DOOR OPTIONS	LH & RH FRONT HINGED DOORS W/POWER WINDOWS BOTH SIDES
	CAB CORNER PROTECTION, FRONT	CAB CORNER PROTECTION, FRONT
S	CAB TILT PUMP	LOCATED IN STD LOCATION
S	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS
	PASSENGER SIDE VISIBILITY OPTIONS	WITHOUT AUXILIARY WINDOW IN DOOR WITH RH&LH SIDE CLOSE VIEW MIRRORS
S	HORN - AIR	(1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL
S	HORN - ELECTRICAL	SINGLE TONE
S	MIRRORS - LEFT SIDE EXTERIOR	LH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW
S	MIRRORS - RIGHT SIDE EXTERIOR	RH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW

WHEELS & TIRES		DESCRIPTION
S	GHG STEER TIRE CATEGORY (PAWS)	LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
S	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)
	WHEELS - FRONT	22.5x9.00 ACCURIDE POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE (Total for QTY = 2)
S	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS
	GHG DRIVE TIRE CATEGORY (PAWS)	ADVANCED LOW ROLLING RESISTANCE, BEST FUEL ECONOMY
	TIRES BRAND/TYPE - REAR	315/80R22.5 L BRIDGESTONE M870 (36360 lbs) (ALL POSITION) (Total for QTY = 8)
	WHEELS - REAR	22.5x9.00 ACCURIDE POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE (Total for QTY = 8)
S	REAR AXLE TIRE & WHEEL QUANTITY	EIGHT REAR AXLE TIRES & WHEELS
S	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH
S	TIRE INFLATION VALVE	STANDARD VALVE STEMS AND CAPS

COMMUNICATION SYSTEMS		DESCRIPTION
S	DIAGNOSTICS DISPLAY IN CLUSTER	DIAGNOSTICS DISPLAY IN CLUSTER, BASIC
S	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES
	REMOTE DIAG SERVICES	REMOTE DIAGNOSTIC SERVICES, ENABLED

ENGINE ELECTRONICS		DESCRIPTION
S	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
S	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
S	ENGINE IDLE CONTROL	IDLE CONTROL, 650 RPM
S	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
S	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
	IDLE SHUTDOWN	ENGINE IDLE SHUTDOWN, ENABLE
S	ENGINE IDLE SHUTDOWN TIME	IDLE SHUTDOWN TIME 10 MIN.
S	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE

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ENGINE ELECTRONICS		DESCRIPTION
S	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F)
S	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)
S	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

TRANSMISSION ELECTRONICS		DESCRIPTION
	TRANSMISSION PROTECTION	TRANS. PROTECTION, ENGINE SHUT DOWN (HIGH TEMP.)
	TRANSMISSION ELECTRONICS PACKAGE	GENERAL REFUSE SERVICE (183)
S	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING

VEHICLE ELECTRONICS		DESCRIPTION
S	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER(65 MPH)
S	PEDAL RSL SETTING	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
S	CRUISE CONTROL	CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
S	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 8KMH (5MPH)
S	DETECTION SPEED SENSR TMPRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH
S	VEHICLE APP SERVICE INTERVALS	SERVICE INTERVALS, VOCATIONAL APPLICATION
S	SERVICE ALERT	WITH SERVICE ALERT
S	MAINTENANCE DUE ALERT %	ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING

PTO ELECTRONICS		DESCRIPTION
S	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	PTO1 DECEL BUMP-DOWN RPM	PTO1 DECEL "BUMP-DOWN" 50RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC

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TECHNICAL SPECIFICATION (cont.)

PTO ELECTRONICS		DESCRIPTION
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
S	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	CHASSIS RUNNING GEAR PROCESS CODE	CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE)
S	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	PAINT FUEL TANK SAME COLOR AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX		DESCRIPTION
S	COMPONENTS PRODUCT CLASS, CA CHANGE REQUIRED	COMPONENTS PRODUCT CLASS, CA CHANGE REQUIRED
S	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED

BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
S	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
S	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
S	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)
S	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 36 MONTHS / 350,000 (563,000 KM)
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	GUARDDOG CONNECT BUNDLE	NO GUARDDOG CONNECT (ASIST & MACK ONECALL)
S	PARAMETER PLUS	WITHOUT PARAMETER PLUS
S	PREPAID API	WITHOUT PREPAID API
S	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE

Z - DO NOT USE - OBSOLETE		DESCRIPTION
S	PAINTED DISC WHEELS, FRONT	WITHOUT PAINT
S	PAINTED DISC WHEELS, REAR	WITHOUT PAINT

PRICELIST DATE	QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
20210104	WE2020000152C540	11/5/2020	7 of 13	HEIL ENVIRONMENTAL IND	WORLDWIDE EQUIPMENT OF TN, INC.

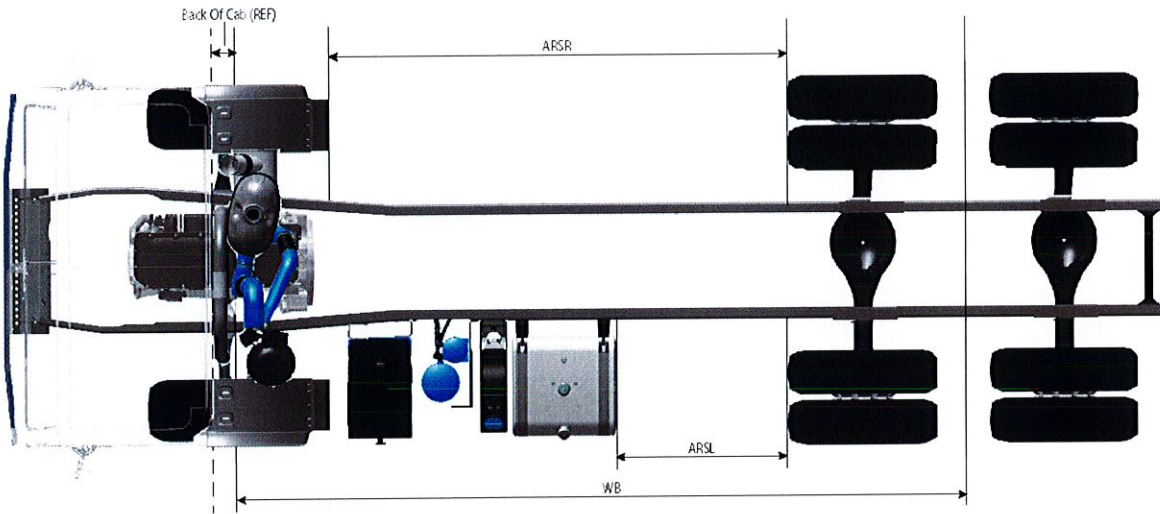
ADDITIONAL ENGINEERING (NonApproved)

DESCRIPTION

CA

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Length	UOM
Front Frame Extension	N/A	FE	0.0	INCHES
Bumper to Front Axle	N/A	BA	69.9	INCHES
Wheelbase	N/A	WB	210.0	INCHES
Rear Overhang	N/A	OH	113.0	INCHES
Overall Length	N/A	OL	392.9	INCHES
Bumper to Back of Cab	N/A	BBC	64.6	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	94.6	INCHES
Eff. Cab to Rear Axle	N/A	ECA	185.3	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	24.7	INCHES
Eff. Cab to End of Frame	N/A	ECEF	298.3	INCHES
Unladen 5th Wheel Height	E5BZ1X	5W	0.0	INCHES
Unladen Frame Height	N/A	FH	45.6	INCHES
Cab Height	N/A	CH	56.1	INCHES
Overall Height	N/A	OVH	101.7	INCHES
Driver CG	N/A	DCG	13.8	INCHES
50" AXLE SPACING (BOGIE WHEELBASE)	GWXABX	BS	50.0	INCHES
Second Front Axle Spacing		SFAS	0.0	INCHES

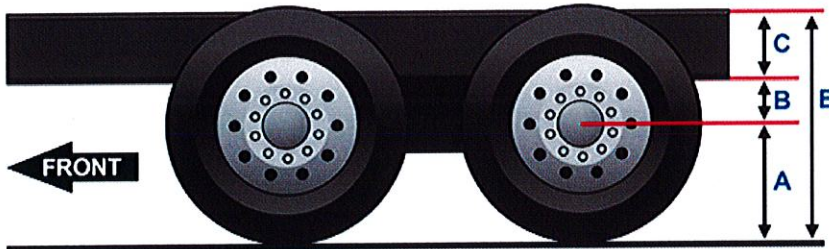
VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	210.0	210.0
Available Rail Space Right	N/A	ARSR	N/A	116.1
Available Rail Space Left	N/A	ARSL	98.3	N/A
Eff. Front Axle to Back of Cab	N/A	REF	24.7	24.7
Front Axle To Fender	ABXLYX	N/A	28.0	28.0
Battery Box	393AD9	N/A	0.0	18.0
70 GALLON (265 L) STEEL, 26"x24" RECTANGULAR / W/O RH FUEL TANK	288AG7 / 290AA1	N/A	29.8	0.0
Ad-Blue Tank	DF1021	N/A	6.0	0.0
Drive Tire Radius	9014Z1	N/A	22.9	22.9



Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

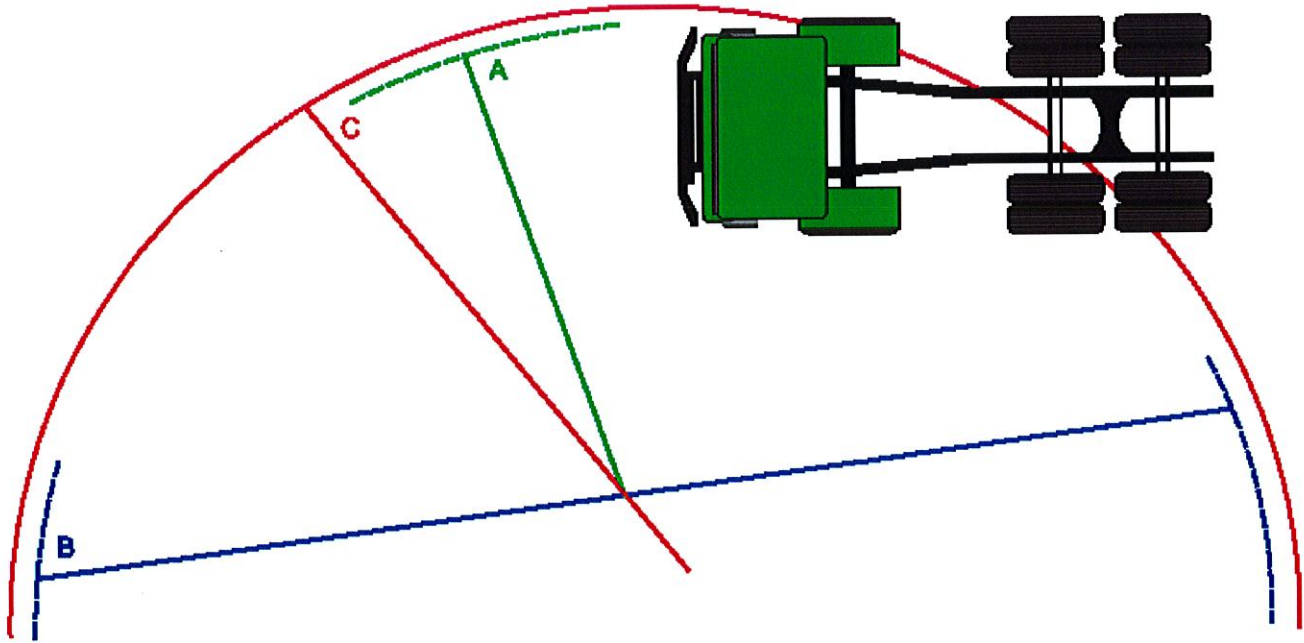
PRICELIST DATE	QUOTATION	DATE	PAGE	CUSTOMER NAME	DEALER NAME
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VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
Description	Sales Code	Dwg Ref	Rear		
			Unladen	Laden	UOM
Requested Fifth Wheel Height	E5BZ1X		0.0	0.0	INCHES
Tire Radius	9014Z1	A	22.9	19.9	INCHES
Suspension Height	1860K6	B	11.9	10.8	INCHES
Frame Depth	YBXJ1X	C	10.8	10.8	INCHES
Closest Available Fifth Wheel Leg Height	N/A	D	0.0	0.0	INCHES
Total Height	N/A	E	45.6	41.5	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Length	UOM
SAE Turning Radius	N/A	A*	32.5	FEET
Adjusted Turning Radius	N/A	A	36.5	FEET
Curb-to-Curb Diameter	N/A	B	73.9	FEET
Wall-to-Wall Diameter	N/A	C	86.1	FEET



Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

- The actual location of the turning center depends on:
- Whether the drive tire equipment is single or dual.
 - The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
 - Manufacturing tolerances within the steering components

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	240AA3	20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS	20000	LB
Front Suspension	244AC3	MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	20000	LB
Front Tires	9004Y0	315/80R22.5 L BRIDGESTONE M870 (20000 lbs)	20000	LB
Front Wheels	5312N1	22.5x9.00 ACCURIDE POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE	20001	LB
			Front GAWR	20000
Rear Axle	268AA9	46000# (20900kg) MACK S462R CAST DUCTILE HOUSING	46001	LB
Rear Suspension	1860K6	SS462 MACK MULTILEAF (CAMELBACK) 46000# - EXTRA THICK SPRING THICKNESS	46001	LB
Rear Tires	9014Z1	315/80R22.5 L BRIDGESTONE M870 (36360 lbs) (ALL POSITION)	72718	LB
Rear Wheels	3462S6	22.5x9.00 ACCURIDE POLISHED ALUMINUM, 7.00" OFFSET, 10 HAND HOLE	62365	LB
			Rear GAWR	46001
			Truck GVWR	66000
			Gross Combination Weight Rating	0
			Tax Value GVWR (USA FET Only)	66000



City of Greenville, North Carolina

Meeting Date: 03/08/2021

Title of Item: Contracts with HH Architecture and JKF Architecture for On-Call Architectural/Engineering Services

Explanation: These contracts provide on-call architectural/engineering services utilizing HH Architecture and JKF Architecture for low-cost projects and studies that the City does not have the expertise to perform or cannot perform due to workload. The period of the contract will be for a two-year period from the date the contract is executed, which may be extended for an additional year. An individual work order for this on-call architectural and engineering service must be less than \$50,000. The total maximum value of both contracts is \$750,000 over the term of the contracts.

In 2020, the Public Works Department issued a request for qualifications for on-call architectural/engineering services. The purpose of the request was to obtain a contract with a firm(s) for architectural/engineering services for low-cost projects that the Department does not have the expertise to perform or cannot perform due to workload. Public Works, Recreation & Parks, Planning and Development Services, Engineering, and other departments use this contract to obtain design and study services. This contract is for design services for projects generally associated with civil site work, vertical construction or the Facilities Improvement Program (i.e. building renovations, roof replacements, new small building constructions, generator replacements, park renovations, HVAC systems replacements, playgrounds, walking trails, and building structural repairs).

Sixteen firms submitted qualifications and after the initial review of these proposals, 5 firms were interviewed for selection of our next on-call consultants. The interview team, made of four staff from Public Works and Parks, has recommended the top two firms from these interviews. The five firms interviewed, listed in alphabetical order, were as follows:

- HH Architecture
- JKF Architecture
- McGill Associates
- Raymond
- The East Group

The most qualified firms were determined to be HH Architecture and JKF Architecture. These contracts are for on-call services for a two-year period from

the date the contract is executed, which may be extended for an additional year. Staff, based on anticipated workload over the next two years, recommends a maximum value or authorization level of \$750,000 due to the City's growth and continued needs to improve and maintain its property. The authorization level is not a guarantee of work; it is a not-to-exceed amount. Any work to be accomplished pursuant to this contract will be work where the project involves architectural/engineering services which are less than \$50,000 and will be approved by the Public Works Director or the City Manager, depending on the contract amount.

During the course of this contract, the City will solicit proposals from each of these firms to determine who is best suited to perform the task. If both firms submit a response to the City's request, the proposals will be evaluated based on firm experience related to the task, availability of staff, schedule, and value to the City. Based on the above criteria, the firm that provides the best proposal will be selected to perform the work.

Fiscal Note:

Funds for each work order come from the Public Works Department's budget or from approved Capital Improvement Program and Facilities Improvement Program projects. The maximum value of each work order is \$50,000. The upper limit for the contracts is \$750,000 in total over the term (up to 3 years) of the contract.

Recommendation:

Award the attached contracts for on-call architectural/engineering services to HH Architecture and JKF Architecture in an amount not to exceed \$750,000 over the term of the contract.

ATTACHMENTS

- 📄 [COG-#1143579-v1-COG_Agreement_for_On-call_AE_Services_HH_Architecture.pdf](#)
- 📄 [COG-#1143581-v1-COG_agreement_for_on-call_AE_Services_JKF-Arch.pdf](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between

City of Greenville, NC _____ (“Owner”) and

HH Architecture, Raleigh NC _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

On-Call Architectural and Engineering Services to the City of Greenville, NC for a period of 2 years from the effective date of the Agreement, which may be extended for an additional year by the Owner, in its sole discretion.

("Project").

Engineer's Services under this Agreement are generally identified as follows:

Provide on call architectural and engineering services to supplement the Department of Public Work's for various projects and studies.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its

invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer may be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such

expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on

extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and

Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension:

- a. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- b. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial

failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any

assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to

identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special,

incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

14. *Engineer* – The individual or entity named as such in this Agreement. For the purpose of this agreement, where "Engineer" is written, it shall mean "Architect".
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives:

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications:

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *E-Verify Compliance:*

The Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Engineer furnishes services, programs or goods to the owner utilizing a subcontract, the Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Engineer represents that the Engineer and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

8.06 *Iran Divestment Act Certification:*

The Engineer hereby certifies that, it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The Engineer shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT,
THE EFFECTIVE DATE OF WHICH IS INDICATED ON PAGE 1.

Owner:
City of Greenville

Engineer:
HH Architecture

Signature
:

Signature
:

By:

By:

Title: Mayor

Title: CEO, Principal

Date

Date

Signed:

Signed:

Engineer License or Firm's
Certificate No.

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

1100 Dresser Court

Greenville, NC

Raleigh, NC 27609

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Ross Peterson

Kristen Hess

Title: Building Facilities Coordinator

Title: CEO, Principal

Phone Number: 252-329-4921

Phone Number: 919-828-2301

Facsimile Number: 252-329-4844

Facsimile Number:

E-Mail Address: rpeterson@greenvillenc.gov

E-Mail Address: khess@hh-arch.com

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, CPA, Director of Financial Services

Various accounts utilized based on projects

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

- A 1.01 This contract is for on-call services for two years from the effective date of the agreement. The Owner, in its sole discretion, may extend this period for an additional year by providing notice of the extension to the Engineer in writing. The Engineer shall provide all or some of the basic services as set forth below when directed by task order:

1. Typical work may include:

Developing and obtaining approval of Scopes of Work for various types of City projects to include, but not limited to, roof repairs for City facilities, repair/replace HVAC systems, renovate buildings or portions of buildings, and/or building expansions;

Developing Requests for Proposals;

Coordinating Selection Committees and participate in the selection process when there is not a conflict of interest;

Coordinating designs with customers, utility companies, and other interested parties;

Organizing and managing public information meetings or proposed projects;

Reviewing consultant plans, specifications, and contract documents for accuracy;

Coordinating corrections with consultants;

Monitoring design and construction schedules and working with consultants and contractors to ensure assigned project stays within timeline;

Issuing construction RFPs, reviewing contractor proposals, and make recommendations for award;

Preparing City Council agenda items for award of design and construction contracts;

Monitoring construction and verifying payouts with the contractor as well as resolve any pay item discrepancies;

(Exhibit A – Engineer's Services)

Providing field inspections during construction and determine requirements for and prepare change orders;

Designing roof repairs for City Facilities;

Designing projects to repair/replace HVAC systems;

Designing projects to renovate buildings or portions of buildings;

Designing small additions to buildings; and/or

Determining structural stability of City buildings.

Design services for park renovations and repairs;

Design services to construct new parks, playgrounds, and walking trails;

Design services to construction buildings and vertical structures on park property;

Design services for repairs and renovations to existing buildings;

2. Conduct Staff Actions including but not limited to:

Developing concepts that can be used to develop proposals to obtain consultants for high cost projects.

Developing space management plans.

Developing concepts that can be used developing proposals to obtain consultants for high cost projects.

Developing space management plans.

3. Other City Services:

City, through its City Manager, Assistant City Manager, Director of Public Works may authorize the consultant to perform such selected services on an as needed basis.

4. The engineer shall implement measures to ensure that the Consultant does not obtain any advantage in responding to a Request for Proposal for a project in which the employee of the Consultant manages or otherwise has been involved with due to any Agreement between the City and the Consultant resulting from this Request for Proposal. At a minimum, the following procedures shall be implemented and adhered to:

- a. During preparation of and issuance of Design/Study RFP and selection of consulting engineer services:

No direct communication on the proposal between the employee of the Consultant assigned project management duties and the Consultant;

Any requests for information by the Consultant must be in writing addressed to the Director of Public Works to ensure any reply will be to all consulting engineer firms participating in the selection process; and Employee of the Consultant may not discuss the selection process of the results for any consulting engineering services.

- b. A proposal submitted by the Consultant for a project in which the employee of the Consultant manages or otherwise has been involved due to any Agreement between the City and the Consultant resulting from this Request for Proposal will not be considered as a responsible proposal in the event the Director of Public Works determines that the Consultant has not implemented or adhered to the minimum procedures set forth above or otherwise has obtained an advantage in responding to the Request for Proposal.

5. Task Orders:

The Engineer and owner will negotiate the anticipated project duration and staff hours and cost required to complete the project. The Owner will issue work to the Engineer under this contract by task order. The Engineer will not begin work on the project until the task order is executed. The task order signature authority for the owner is:

Task orders less than \$15,000; the Director of Public Works
Task orders between \$15,000 and \$50,000; the City Manager.

The Engineer is not authorized to exceed the funds identified on a task order.

6. Task orders issued under this contract will consist of the following four documents:

Exhibit A to EJCDC E-500 Dated 2008. To identify the scope of work.
Exhibit B to EJCDC E-500 Dated 2008. To identify any owner's responsibilities.
Exhibit C Compensation Packet
Signature page.

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

(Exhibit B – Owner's Responsibilities)

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of (Exhibit B – Owner's Responsibilities) before services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

(Exhibit B – Owner’s Responsibilities)

This is **EXHIBIT C**, consisting of ___ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Negotiated Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – negotiated lump sum for each task order

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A negotiated lump sum for each task order issued to the Engineer.
2. In no event shall total compensation for services under Paragraph C2.01 be greater than \$750,000 without going to City Council for an increase in authorization level. ~~based on the following estimated distribution of compensation:~~
 - a. ~~Study and Report Phase~~ _____ \$ _____
 - b. ~~Preliminary Design Phase~~ _____ \$ _____
 - c. ~~Final Design Phase~~ _____ \$ _____
 - d. ~~Bidding or Negotiating Phase~~ _____ \$ _____
 - e. ~~Construction Phase~~ _____ \$ _____
 - f. ~~Post Construction Phase~~ _____ \$ _____
3. ~~Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C2 below.~~
4. ~~The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants’ charges.~~
5. ~~The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billings class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.~~

Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Lump Sum Method of Payment

~~6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.02 Compensation For Reimbursable Expenses~~

~~B. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~

~~C. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, of authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

~~D. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor or _____.~~

~~C2.03 Other Provisions Concerning Payment~~

~~E. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor or _____.~~

~~F. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~G. Estimated Compensation Amounts:~~

- ~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
- ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination or Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount when such services are completed. If Owner decides not suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.~~

H. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

~~F5.02 — *Designing to Construction Cost Limit*~~

- ~~A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$_____.~~
- ~~B. A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.~~
- ~~C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- ~~D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- ~~E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- ~~F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

This is **EXHIBIT G**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|---|--------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$2,000,000</u> |

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used, it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

- | | |
|--|--------------------|
| d. Professional Liability -- | |
| 1) Each Claim Made | <u>\$1,000,000</u> |
| 2) Annual Aggregate | <u>\$2,000,000</u> |
| e. Commerical Automotive Liability (if applicable) | <u>\$1,000,000</u> |

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided]

~~H6.08 Dispute Resolution~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by *[insert name of mediator, or mediation service]*. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

[or]

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the *[here insert the name of a specified arbitration service or organization]* rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *[specified arbitration service or organization]*. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$_____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$_____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$_____ (exclusive of interest and costs). Disputes that~~

~~are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

[NOTE TO USER: Select one of the three alternatives listed below for I6.10 A.1]

~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

[or]

~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ _____ [or]~~

1. ~~Engineer's Liability Limited to the Amount of \$ _____: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ _____.~~
-

~~***[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]***~~

2. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

~~***[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]***~~

~~***[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ _____."]***~~

~~***[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]***~~

3. ~~Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in~~

~~the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.~~

~~**[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]**~~

~~Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]~~

~~**[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]**~~

- A. ~~B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner’s officers, directors, members, partners, agents, employees, consultants,~~

~~or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

This is **EXHIBIT J**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ___ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of North Carolina City of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

This is **EXHIBIT K**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between

City of Greenville, NC (“Owner”) and

JKF Architecture, Greenville NC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

On-Call Architectural and Engineering Services to the City of Greenville, NC for a period of 2 years from the effective date of the Agreement, which may be extended for an additional year by the Owner, in its sole discretion.

("Project").

Engineer's Services under this Agreement are generally identified as follows:

Provide on call architectural and engineering services to supplement the Department of Public Work's for various projects and studies.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its

invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer may be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such

expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on

extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and

Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. **Suspension:**
 - a. **By Owner:** Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - b. **By Engineer:** Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. **Termination:** The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. **By Engineer:**
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial

failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any

assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to

identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special,

incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

14. *Engineer* – The individual or entity named as such in this Agreement. For the purpose of this agreement, where "Engineer" is written, it shall mean "Architect".
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives:

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications:

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *E-Verify Compliance:*

The Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Engineer furnishes services, programs or goods to the owner utilizing a subcontract, the Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Engineer represents that the Engineer and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

8.06 *Iran Divestment Act Certification:*

The Engineer hereby certifies that, it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The Engineer shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Greenville

Engineer:
JKF Architecture

Signature: _____

Signature
: _____

By: _____

By: _____

Title: Mayor

Title: President and Pincipal Architect

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's
Certificate No. _____

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

Greenville, NC

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Ross Peterson

John Farkas

Title: Building Facilities Coordinator

Title: President and Principal Architect

Phone Number: 252-329-4921

Phone Number: 252-355-1068

Facsimile Number: 252-329-4844

Facsimile Number: 252-355-0126

E-Mail Address: rpeterson@greenvillenc.gov

E-Mail Address: jkf@jkf-arch.com

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, CPA, Director of Financial Services

Various accounts utilized based on projects

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

- A 1.01 This contract is for on-call services for two years from the effective date of the agreement. The Owner, in its sole discretion, may extend this period for an additional year by providing notice of the extension to the Engineer in writing. The Engineer shall provide all or some of the basic services as set forth below when directed by task order:

1. Typical work may include:

Developing and obtaining approval of Scopes of Work for various types of City projects to include, but not limited to, roof repairs for City facilities, repair/replace HVAC systems, renovate buildings or portions of buildings, and/or building expansions;

Developing Requests for Proposals;

Coordinating Selection Committees and participate in the selection process when there is not a conflict of interest;

Coordinating designs with customers, utility companies, and other interested parties;

Organizing and managing public information meetings or proposed projects;

Reviewing consultant plans, specifications, and contract documents for accuracy;

Coordinating corrections with consultants;

Monitoring design and construction schedules and working with consultants and contractors to ensure assigned project stays within timeline;

Issuing construction RFPs, reviewing contractor proposals, and make recommendations for award;

Preparing City Council agenda items for award of design and construction contracts;

Monitoring construction and verifying payouts with the contractor as well as resolve any pay item discrepancies;

(Exhibit A – Engineer's Services)

Providing field inspections during construction and determine requirements for and prepare change orders;

Designing roof repairs for City Facilities;

Designing projects to repair/replace HVAC systems;

Designing projects to renovate buildings or portions of buildings;

Designing small additions to buildings; and/or

Determining structural stability of City buildings.

Design services for park renovations and repairs;

Design services to construct new parks, playgrounds, and walking trails;

Design services to construction buildings and vertical structures on park property;

Design services for repairs and renovations to existing buildings;

2. Conduct Staff Actions including but not limited to:

Developing concepts that can be used to develop proposals to obtain consultants for high cost projects.

Developing space management plans.

Developing concepts that can be used developing proposals to obtain consultants for high cost projects.

Developing space management plans.

3. Other City Services:

City, through its City Manager, Assistant City Manager, Director of Public Works may authorize the consultant to perform such selected services on an as needed basis.

4. The engineer shall implement measures to ensure that the Consultant does not obtain any advantage in responding to a Request for Proposal for a project in which the employee of the Consultant manages or otherwise has been involved with due to any Agreement between the City and the Consultant resulting from this Request for Proposal. At a minimum, the following procedures shall be implemented and adhered to:

- a. During preparation of and issuance of Design/Study RFP and selection of consulting engineer services:

No direct communication on the proposal between the employee of the Consultant assigned project management duties and the Consultant;

Any requests for information by the Consultant must be in writing addressed to the Director of Public Works to ensure any reply will be to all consulting engineer firms participating in the selection process; and Employee of the Consultant may not discuss the selection process of the results for any consulting engineering services.

- b. A proposal submitted by the Consultant for a project in which the employee of the Consultant manages or otherwise has been involved due to any Agreement between the City and the Consultant resulting from this Request for Proposal will not be considered as a responsible proposal in the event the Director of Public Works determines that the Consultant has not implemented or adhered to the minimum procedures set forth above or otherwise has obtained an advantage in responding to the Request for Proposal.

5. Task Orders:

The Engineer and owner will negotiate the anticipated project duration and staff hours and cost required to complete the project. The Owner will issue work to the Engineer under this contract by task order. The Engineer will not begin work on the project until the task order is executed. The task order signature authority for the owner is:

Task orders less than \$15,000; the Director of Public Works
Task orders between \$15,000 and \$50,000; the City Manager.

The Engineer is not authorized to exceed the funds identified on a task order.

6. Task orders issued under this contract will consist of the following four documents:

Exhibit A to EJCDC E-500 Dated 2008. To identify the scope of work.
Exhibit B to EJCDC E-500 Dated 2008. To identify any owner's responsibilities.
Exhibit C Compensation Packet
Signature page.

This is **EXHIBIT B**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

(Exhibit B – Owner's Responsibilities)

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

(Exhibit B – Owner’s Responsibilities)

This is **EXHIBIT C**, consisting of ___ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Negotiated Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – negotiated lump sum for each task order

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A negotiated lump sum for each task order issued to the Engineer.
2. In no event shall total compensation for services under Paragraph C2.01 be greater than \$750,000 without going to City Council for an increase in authorization level. ~~based on the following estimated distribution of compensation:~~
 - a. ~~Study and Report Phase~~ _____ \$ _____
 - b. ~~Preliminary Design Phase~~ _____ \$ _____
 - c. ~~Final Design Phase~~ _____ \$ _____
 - d. ~~Bidding or Negotiating Phase~~ _____ \$ _____
 - e. ~~Construction Phase~~ _____ \$ _____
 - f. ~~Post Construction Phase~~ _____ \$ _____
3. ~~Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C2 below.~~
4. ~~The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants’ charges.~~
5. ~~The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billings class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.~~

Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Lump Sum Method of Payment

~~6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.02 Compensation For Reimbursable Expenses~~

~~B. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~

~~C. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, of authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

~~D. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor or _____.~~

~~C2.03 Other Provisions Concerning Payment~~

~~E. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor or _____.~~

~~F. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~G. Estimated Compensation Amounts:~~

- ~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
- ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount when such services are completed. If Owner decides not suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.~~

H. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

~~F5.02 — *Designing to Construction Cost Limit*~~

- ~~A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$_____.~~
- ~~B. A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.~~
- ~~C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- ~~D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- ~~E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- ~~F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

This is **EXHIBIT G**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|---|--------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$2,000,000</u> |

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used, it must be approved by the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

- | | |
|--|--------------------|
| d. Professional Liability – | |
| 1) Each Claim Made | <u>\$1,000,000</u> |
| 2) Annual Aggregate | <u>\$2,000,000</u> |
| e. Commerical Automotive Liability (if applicable) | <u>\$1,000,000</u> |

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:
 - a. _____
Engineer
 - b. _____
Engineer's Consultant
 - c. _____
Engineer's Consultant
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided]

~~H6.08 Dispute Resolution~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by *[insert name of mediator, or mediation service]*. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

[or]

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the *[here insert the name of a specified arbitration service or organization]* rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *[specified arbitration service or organization]*. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$_____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$_____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$_____ (exclusive of interest and costs). Disputes that~~

~~are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

[NOTE TO USER: Select one of the three alternatives listed below for I6.10 A.1]

~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

[or]

~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ _____ [or]~~

~~1. *Engineer's Liability Limited to the Amount of \$ _____:* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ _____.~~

~~*[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]*~~

~~2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

~~*[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]*~~

~~*[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ _____."]*~~

~~*[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]*~~

~~3. *Agreement Not to Claim for Cost of Certain Change Orders:* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in~~

~~the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.~~

~~**[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]**~~

~~Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]~~

~~**[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]**~~

- A. ~~B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner’s officers, directors, members, partners, agents, employees, consultants,~~

~~or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

This is **EXHIBIT J**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ___ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of North Carolina City of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

This is **EXHIBIT K**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 03/08/2021

Title of Item: Various tax refunds greater than \$100

Explanation: Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

The Director of Financial Services reports refunds of the following taxes:

Payee	Adjustment Refunds	Amount
ATM Properties LLC	Registered Motor Vehicle	113.19
Brooke Taunton	Registered Motor Vehicle	129.91
Carolina Childrens Heart Specialist	Business Personal Property	1,436.36
Chadwick Setzer	Registered Motor Vehicle	212.80
Corelogic Real Estate Tax Service	Real Estate	287.76
Daniela Brooks	Registered Motor Vehicle	139.23
Edward Battaglia	Registered Motor Vehicle	286.91
Ernest Franklin Thornton Jr	Registered Motor Vehicle	246.36
Faris Dixon Law Firm PLLC	Registered Motor Vehicle	121.37
James Gaskins	Registered Motor Vehicle	169.03
Jason Todd Harrell	Registered Motor Vehicle	411.23
Jennifer Lorent	Registered Motor Vehicle	130.50
Johnnie Holley	Registered Motor Vehicle	103.60
Johnny Dale Joyner	Registered Motor Vehicle	150.30
Jonathan Tyson	Registered Motor Vehicle	115.21
Kamala Worthington	Registered Motor Vehicle	120.27
Kwatiz Hamilton	Registered Motor Vehicle	196.56

Lance D Popkin LLC	Registered Motor Vehicle	775.48
Larry Dolberry	Business Personal Property	1,295.28
Liberato Biscardi	Registered Motor Vehicle	186.45
Marsha Smith	Registered Motor Vehicle	217.16
Marvin Edmonds	Registered Motor Vehicle	226.18
Max Joyner	Registered Motor Vehicle	241.03
Peggie Bullock	Real Estate	335.19
Raymond O'Connor	Registered Motor Vehicle	167.92
Robin Green	Registered Motor Vehicle	185.60
Roger Rouse	Registered Motor Vehicle	101.88
T.D. Goodwin Construction LLC	Registered Motor Vehicle	199.73
Teresa Mills	Registered Motor Vehicle	144.06

Fiscal Note: The total refunded is \$8,446.55.

Recommendation: Approval of taxes refunded by City Council



City of Greenville,
North Carolina

Meeting Date: 03/08/2021

Title of Item: Boards and Commissions Presentations

a. Environmental Advisory Commission

Explanation: Boards and commissions are annually scheduled to make brief presentations to the City Council.

Fiscal Note: No direct fiscal impact.

Recommendation: Hear presentation from the Environmental Advisory Commission.



City of Greenville, North Carolina

Meeting Date: 03/08/2021

Title of Item: Budget Ordinance Amendment #7 to the 2020-2021 City of Greenville Budget (Ordinance #20-025), Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024)

Explanation: Attached for consideration at the March 8, 2021 City Council meeting is an ordinance amending the 2020-2021 City of Greenville Budget (Ordinance #20-025), Special Revenue Grant Fund (Ordinance #11-003), and Capital Projects Funds (Ordinance #17-024).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Transfer funds from Fire Station #7 project to Fire Station #1 bay extension project.	F/R Cap Proj	-
B	Appropriate occupancy tax within the Public Works Capital Projects Fund and transfer to the Facilities Improvement Fund for Convention Center HVAC upgrades.	PW Cap Proj FIP	\$50,000
C	Reclassify General Liability Insurance Budget based on year-to-date actual claims experience.	General	-
D	Move funds from the Police Department to the Special Revenue Fund for the remaining local match for the Shotspotter project.	General	-
E	Reclassify Contracted Services Budget from Public Works to Planning & Development Department.	General	-
F	Recognize funding received for the NCMG grant within the Rec & Parks Capital Project Fund and Transfer to the Special Revenue Fund to complete current year grant requirements.	Rec & Parks Capital Special Revenue	\$24,383

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2020-21 Revised Budget</u>	<u>Amendment #7</u>	<u>2020-21 Budget per Amendment #7</u>
General	\$92,945,559	\$-	\$92,945,559
Debt Service	5,943,531	-	5,943,531
Public Transportation (Transit)	3,243,918	-	3,243,918
Fleet Maintenance	4,964,629	-	4,964,629
Sanitation	7,865,966	-	7,865,966
Stormwater	8,472,676	-	8,472,676
Housing	3,031,725	-	3,031,725
Health Insurance	13,757,908	-	13,757,908
Vehicle Replacement	4,889,656	-	4,889,656
Facilities Improvement	3,783,239	50,000	3,833,269
Convention & Visitor's Authority	1,405,029	-	1,405,029
Sheppard Memorial Library	2,772,931	-	2,772,931
Street Improvement Bond	16,852,567	-	16,852,567
Red Light Camera Program	1,600,000	-	1,600,000
Capital Reserve	5,823,220	-	5,823,220
Recreation & Parks Capital Projects	10,511,054	24,383	10,535,437
Special Revenue Grants	10,763,590	24,383	10,787,973
Community Development Capital	18,954,227	-	18,954,227
Public Works Capital Projects	55,609,778	50,000	55,659,778
Fire/Rescue Capital Projects	7,080,000	-	7,080,000

Recommendation: Approve Budget Ordinance Amendment #7 to the 2020-2021 City of Greenville Budget (Ordinance #20-025), Special Revenue Grant Fund (Ordinance #11-003), and Capital Projects Funds (Ordinance #17-024).

ATTACHMENTS

 [Budget_Amend 7.xlsx](#)

ORDINANCE NO. 21-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#7) Amending the 2020-21 Budget (Ordinance #20-025),
Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024)

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #20-025 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #7					2020-21 Budget per Amend #7
	2020-21 Revised Budget	C.	D.	E.	Total Amend #7	
ESTIMATED REVENUES						
Property Tax	\$ 36,294,992	\$ -	\$ -	\$ -	\$ -	\$ 36,294,992
Sales Tax	21,856,164	-	-	-	-	21,856,164
Video Prog. & Telecom. Service Tax	868,522	-	-	-	-	868,522
Rental Vehicle Gross Receipts	158,566	-	-	-	-	158,566
Utilities Franchise Tax	7,000,000	-	-	-	-	7,000,000
Motor Vehicle Tax	1,560,000	-	-	-	-	1,560,000
Other Unrestricted Intergov't	870,636	-	-	-	-	870,636
Powell Bill	2,182,000	-	-	-	-	2,182,000
Restricted Intergov't Revenues	1,429,496	-	-	-	-	1,429,496
Licenses, Permits and Fees	4,159,033	-	-	-	-	4,159,033
Rescue Service Transport	2,869,000	-	-	-	-	2,869,000
Parking Violation Penalties, Leases,	74,302	-	-	-	-	74,302
Other Sales & Services	314,868	-	-	-	-	314,868
Other Revenues	704,515	-	-	-	-	704,515
Interest on Investments	445,000	-	-	-	-	445,000
Transfers In GUC	6,428,989	-	-	-	-	6,428,989
Transfer from FEMA Fund	500,000	-	-	-	-	500,000
Appropriated Fund Balance	5,229,476	-	-	-	-	5,229,476
Total Revenues	\$ 92,945,559	\$ -	\$ -	\$ -	\$ -	\$ 92,945,559
APPROPRIATIONS						
Mayor/City Council	\$ 513,172	\$ -	\$ -	\$ -	\$ -	\$ 513,172
City Manager	2,923,114	-	-	-	-	2,923,114
City Clerk	264,101	-	-	-	-	264,101
City Attorney	604,645	-	-	-	-	604,645
Human Resources	3,080,567	-	-	-	-	3,080,567
Information Technology	3,142,598	-	-	-	-	3,142,598
Engineering	5,805,257	28,000	-	-	28,000	5,833,257
Fire/Rescue	15,543,765	(28,000)	-	-	(28,000)	15,515,765
Financial Services	2,796,022	-	-	-	-	2,796,022
Recreation & Parks	7,173,702	-	-	-	-	7,173,702
Police	26,509,588	-	(32,107)	-	(32,107)	26,477,481
Public Works	6,875,126	-	-	(40,000)	(40,000)	6,835,126
Planning & Development	3,219,579	-	-	40,000	40,000	3,259,579
OPEB	800,000	-	-	-	-	800,000
Contingency	602,342	-	-	-	-	602,342
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
Total Appropriations	\$ 77,902,691	\$ -	\$ (32,107)	\$ -	\$ (32,107)	\$ 77,870,584
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 15,042,868	\$ -	\$ 32,107	\$ -	\$ 32,107	\$ 15,074,975
Total Other Financing Sources	\$ 15,042,868	\$ -	\$ 32,107	\$ -	\$ 32,107	\$ 15,074,975
Total Approp & Other Fin Sources	\$ 92,945,559	\$ -	\$ -	\$ -	\$ -	\$ 92,945,559

Section II: Estimated Revenues and Appropriations. Recreation and Parks Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	F.	Total Amend #7	2020-21 Budget per Amend #7
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 200,124	\$ 24,383	\$ 24,383	\$ 224,507
Transfer from General Fund	1,145,246	-	-	1,145,246
Transfer from Capital Reserve	2,122,153	-	-	2,122,153
Transfer from CD Cap Project Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from Public Works Capital	30,000	-	-	30,000
Special Donations	132,000	-	-	132,000
Miscellaneous Revenue	550,000	-	-	550,000
Appropriated Fund Balance	572,874	-	-	572,874
Long Term Financing	5,513,534	-	-	5,513,534
Total Revenues	\$ 10,511,054	\$ 24,383	\$ 24,383	\$ 10,535,437
APPROPRIATIONS				
Water Sports Facility Project	\$ 291,942	\$ -	\$ -	\$ 291,942
Tar River Development	3,040,112	-	-	3,040,112
Volleyball Courts	320,000	-	-	320,000
Town Common Parking Lot	100,000	-	-	100,000
Transfer to General Fund	9,000	-	-	9,000
Sycamore Hill Gateway	2,000,000	-	-	2,000,000
Eppes Remodel	1,250,000	-	-	1,250,000
Pool Replacement	3,500,000	-	-	3,500,000
Transfer to Other Fund	-	24,383	24,383	24,383
Total Appropriations	\$ 10,511,054	\$ 24,383	\$ 24,383	\$ 10,535,437

Section III: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #20-025 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	B.	Total Amend #7	2020-21 Budget per Amend #7
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,050,000	\$ -	\$ -	\$ 1,050,000
Transfer from Public Works Capital Projects Fund	-	50,000	50,000	50,000
Appropriated Fund Balance	2,733,269	-	-	2,733,269
Total Revenues	\$ 3,783,269	\$ 50,000	\$ 50,000	\$ 3,833,269
APPROPRIATIONS				
Capital Improvements	\$ 3,783,269	\$ 50,000	\$ 50,000	\$ 3,833,269
Total Appropriations	\$ 3,783,269	\$ 50,000	\$ 50,000	\$ 3,833,269

Section IV: Estimated Revenues and Appropriations. Public Works Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	B.	Total Amend #7	2020-21 Budget per Amend #7
ESTIMATED REVENUES				
Occupancy Tax	\$ 372,610	\$ 50,000	\$ 50,000	\$ 422,610
Transfers from Other Funds	21,331,989	-	-	21,331,989
Other Income	2,731,245	-	-	2,731,245
Spec Fed/State/Loc Grant	23,754,711	-	-	23,754,711
Spec Fed/State/Loc Grant	944,223	-	-	944,223
Bond Proceeds	6,200,000	-	-	6,200,000
Appropriated Fund Balance	275,000	-	-	275,000
Total Revenues	\$ 55,609,778	\$ 50,000	\$ 50,000	\$ 55,659,778
APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 6,194,950	\$ -	\$ -	\$ 6,194,950
Computerized Traffic Signal System	8,883,151	-	-	8,883,151
Sidewalk Development Project	1,405,540	-	-	1,405,540
GTAC Project	9,336,917	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	1,526,225	-	-	1,526,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	81,903	-	-	81,903
Street Improvements Project	14,282,805	-	-	14,282,805
Safe Routes to School	1,409,463	-	-	1,409,463
Imperial Demolition	238,464	-	-	238,464
Parking Deck Safety Improvements	135,000	-	-	135,000
Transfer to General Fund	559,764	-	-	559,764
Transfer to Street Improvement	1,002,567	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	-	-	30,000
Transfer to Facilities Improvement	250,000	50,000	50,000	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	250,000
Total Appropriations	\$ 55,609,778	\$ 50,000	\$ -	\$ 55,659,778

Section V: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	F.	Total Amend #7	2020-21 Budget per Amend #7
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 7,913,058	\$ -	\$ -	\$ 7,913,058
CARES Act Funding	1,560,518	-	-	1,560,518
Transfer From General Fund	1,241,743	-	-	1,241,743
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	20,852	24,383	24,383	45,235
Total Revenues	\$ 10,763,590	\$ 24,383	24,383	\$ 10,787,973
APPROPRIATIONS				
Personnel	\$ 2,253,228	\$ -	\$ -	\$ 2,253,228
Operating	4,566,040	24,383	24,383	4,590,423
Capital Outlay	2,006,385	-	-	2,006,385
Transfers	27,419	-	-	27,419
COVID-19	1,560,518	-	-	1,560,518
Rural Housing Recovery Grant	350,000	-	-	350,000
Total Appropriations	\$ 10,763,590	\$ 24,383	\$ 24,383	\$ 10,787,973

Section VI: Estimated Revenues and Appropriations. Fire/Rescue Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	A.	Total Amend #7	2020-21 Budget per Amend #7
ESTIMATED REVENUES				
Debt Proceeds	\$ 6,600,000	\$ -	\$ -	\$ 6,600,000
Sale of Property	480,000	-	-	480,000
Total Revenues	\$ 7,080,000	\$ -	\$ -	\$ 7,080,000
APPROPRIATIONS				
Fire Station #7	\$ 6,480,000	\$ (4,500)	\$ (4,500)	\$ 6,475,500
Fire Station #1 Bay Extension	600,000	4,500	4,500	604,500
Total Appropriations	\$ 7,080,000	\$ -	\$ -	\$ 7,080,000

Section VII: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 8th day of March, 2021

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk