



## **Agenda**

### **Greenville City Council**

**June 7, 2021**

**6:00 PM**

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

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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.

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- I. Call Meeting To Order**
- II. Invocation - Mayor Pro-Tem Glover**
- 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. Minutes from the May 10, 2021 Workshop and the May 10, 2021 City Council Meeting
2. Ordinance enacting and adopting Supplement #2021-S14 to the City of Greenville Code of Ordinances
3. Public Art Recommendation for Mural on the Fourth Street Parking Garage
4. Resolution Accepting Dedication of Rights-of-Way and Easements for 4JPIL, LLC
5. Resolution authorizing the filing of two applications to the North Carolina Department of Justice for the FY 2021 Environmental Enhancement Grant Program
6. Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2020-21 Budget and various capital projects budgets
7. Series Resolution for 0% Interest and Principal Forgiveness Loan in the Amount of \$1,367,000 regarding Greenville Utilities Commission's assumption of ownership of Bethel's Water System
8. 2021-2023 Police Services Agreement between the City of Greenville and the Greenville Housing Authority
9. Contract award for the 2021 Stormwater Pipe Rehabilitation Project
10. Contract award for the development of the Greenville Area Transit Integrated Mobility and Enhancement Plan
11. Contract with The Ferguson Group for FY 2021-2022
12. Various tax refunds greater than \$100

## **VIII. New Business**

### **Public Hearings**

13. Public Hearing on the Proposed Fiscal Year 2021-22 City of Greenville Budgets Including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, Greenville Utilities Commission and a Public Hearing to be Held Concurrently on Proposed Stormwater Management Utility Rate Increase

### **Other Items of Business**

14. Pitt County Arts Council at Emerge Fiscal Year 2021-22 Contract for Services
15. Resolution to Cancel the Remote Meeting Policy during COVID-19
16. Budget Ordinance Amendment #10 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).

- IX. Review of June 17, 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: 06/07/2021

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<b><u>Title of Item:</u></b>	Minutes from the May 10, 2021 Workshop and the May 10, 2021 City Council Meeting
<b><u>Explanation:</u></b>	Minutes from the May 10, 2021 Workshop and May 10, 2021 City Council meeting are submitted for review and approval.
<b><u>Fiscal Note:</u></b>	No direct fiscal impact.
<b><u>Recommendation:</u></b>	Review and approve the May 10, 2021 Workshop minutes and May 10, 2021 City Council minutes.

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ATTACHMENTS

-  [Proposed May 10 2021 Workshop Minutes.pdf](#)
-  [Proposed May 10 2021 Minutes.pdf](#)

OFFICIAL MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, MAY 10, 2021



A workshop of the Greenville City Council was held remotely on Monday, May 10, 2021, using Zoom with Mayor Pro-Tem Rose Glover presiding. Mayor Pro-Tem Glover called the meeting to order at 4:02 p.m.

Those Present:

Mayor Pro-Tem Rose Glover, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, and Council Member Brian Meyerhoeffler, Jr.

Those Absent:

Mayor P.J. Connelly and Council Member William Litchfield, Jr.

Also, Present:

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

**Approval of the Agenda**

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

**New Business**

1.) PRESENTATION 2021 MUNICIPAL ELECTION-STATUS UPDATE

City Attorney McGirt provided the City Council with an update 2021 Municipal Elections. This year's election is being held after a federal decennial census; therefore, special rules for redistricting apply. He advised that census data would be delayed, impacting the redistricting process and not leaving enough time to complete the redistricting prior to municipal election filings. Attorney McGirt provided two options for the City Council:

- Council can wait and see if the General Assembly takes action to delay the election
  - pass statewide law, or local Act
- If the General Assembly fails to take action, then Council should continue on its regular schedule using the old districts

Council Smiley stated that the local delegation is aware of the current situation so he did not feel that a local act would be necessary to update them. He stated his preference to continue with the regular election schedule unless the State provides another alternative.

Council Daniels asked if there is any indication of when or if the General Assembly will take action.

Mr. McGirt replied that has not been any indication whether or when they will take any action. He stated that the Council can consider hiring a census attorney to assist in the acquiring data that can be used for city’s election.

Mayor- Pro-Tem expressed concern that the number for Districts 1 and 2 may be unbalanced. She stated her preference to work with an outside counsel to ensure that the districts are accurately represented.

Council Member Meyerhoeffer stated that he was not comfortable with delaying the election unless the State provides direction.

City Attorney McGirt stated that the item would come back to the City Council for action.

## 2.) STORMWATER UTILITY PLAN OVERVIEW

Finance Director, Brian Hayes gave a plan overview of the Stormwater Utility Plan. He stated that the fee implementation had been delayed due to COVID-19

### **Stormwater Utility Plan Projected Monthly Stormwater Fees at 5<sup>th</sup> Year of Plan**

<b>Property Type</b>	<b>Current Plan</b>	<b>Proposed Plan</b>	<b>Change</b>
<b>Box Store</b>	\$ 866.70	\$1,514.70	\$648.00
<b>Fast Food Restaurant</b>	107.00	187.00	80.00
<b>Residential (Tier II)</b>	10.70	18.70	8.00
<b>Apartment(Multi-Story)</b>	1.76	3.08	1.32

He stated that the changes in fees would provide for preventative maintenance, stormwater staffing needs, new infrastructure, and new equipment.

## 3.) AMERICAN RESCUE PLAN- STATE AND LOCAL FISCAL RECOVERY OVERVIEW

Assistant City Manager Michael Cowin gave a brief overview of the project funding to the City and the next steps moving forward. Mr. Cowin shared that The American Rescue Plan (ARP) provides the city with a once in a lifetime opportunity of funding on the quality of life for the citizens of Greenville. The projected ARP funding is \$27.2 million with \$24.6 million going to

local economic funding, \$2 million for HOME funding, and \$600,000 in transit funding. The funds are expected to be released in two installments and all must be expended by December 31 2024.

Assistant City Manager Cowin stated that the funds are intended to stimulate economic recovery due to the impact of the COVID-19. He emphasized that this is an opportunity for the City to construct for the future and cautioned against spending in the moment. He stated that the funds would be subject to extensive federal guidelines. He stated that staff will analyze and seek guidance to get a full understanding of the guidelines and will take a few months to put together a proposed spending plan that will align with City Council's goals and provide long-term benefits.

#### 4.) 500 FT SPACE RULE

Planning and Development Services Director, Tom Barnett provide a follow-up on the presentation and report given by Hunden Strategic Partners at the City Council's April 2021 Workshop. The results of the report showed that the city's 500 ft. rule is likely having unintended consequences on the development in the downtown area. He provided example of cities such as Jacksonville, Cary and Fayetteville that have a similar downtown setups to what is being proposed in Greenville. He stated staff's recommendation to continue to work with a consultant and to give particular focus on goals 1, 5 and 6 from the list of the 10 recommendations given.

1. Evaluate City Incentives
2. Landscaping, Public Art, Green Space
3. Creation of Downtown Development Authority
4. Increased Programming Downtown
5. Public/Private Partnership on Commerical Development
6. Offer and array of Development Incentives i.e. rental assistance, grants
7. Engage Police and Fire and ECU to Increase Downtown Security
8. Conduct Random Spot Checks
9. Create a Nighttime Mayor/Czar Position
10. Change Entry for All Bars to 21
11. The results of all the work: Change to the 500-foot rule ordinance.

Council Member Smiley asked for a timeline.

City Manager Wall stated that staff is taking the City Council's guidance and contemplating changes to the 500 ft. rule as well as working on some of the other recommendations. She stated that she anticipates bringing the item back to the City Council sometime between late summer and early fall.

#### 5.) PUBLIC ART RECOMMENDATION- 4<sup>TH</sup> STREET SIDE PARKING DECK

Executive Director of Emerge, Holly Garriott stated that a local and regional proposal had been put out for the Fourth Street Parking Deck Mural. The Art Council recommends that acceptance of the proposal by Ms. Rakia Jackson and Mr. Kidd Graves. She stated that both are local black

artists, Ms. Jackson with the Art Lab and Mr. Graves is a Master of Arts student at East Carolina University. She stated that both of the artists wanted to highlight the activities that are done on the river and the diversity of the city.

She stated that the Arts Council will fund the mural and asked that the request be placed on the first June City Council agenda. The proposed date of completion is the end of June 2021.

**Adjournment**

There being no further business before the City Council, motion was made by Council Member Daniels and seconded by Council Member Bell to adjourn the meeting. Motion carried unanimously. Mayor Pro-Tem Glover adjourned the meeting at 5:06 p.m.

Prepared by:  
Camillia Smith  
Deputy Clerk

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk



OFFICIAL MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, MAY 10, 2021



A meeting of the Greenville City Council was held on Monday, May 10, 2021, electronically via Zoom, with Mayor Pro-Tem Rose Glover presiding. Mayor Pro-Tem Glover called the meeting to order at 6:00 p.m. and called on City Attorney Emanuel McGirt to provide the invocation on behalf of Mayor Connelly. The invocation was followed by the Pledge of Allegiance.

**Those Present:**

Mayor Pro-Tem Rose Glover, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, and Council Member Brian Meyerhoeffer, Jr.

**Those Absent:**

Mayor P.J. Connelly, Council Member William Litchfield, Jr.

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

**Public Comment Period**

Mayor Pro-Tem Glover opened the public comment period at 6:07 pm, explaining the public comment procedures. There being no speakers present and no emailed public comments, Mayor Connelly closed the Public Comment Period at 6:08 p.m.

**Consent Agenda**

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

1. Approval of minutes from the June 11, 2020; April 5, 2021; and April 8, 2021, City Council Meetings
2. Order authorizing a \$7,979,298, Installment Refinancing Agreement and related resolutions for the refunding of the City of Greenville's Series 2011 General Obligation Bonds, 2015 Special Obligation Revenue Bonds, and 2019 Taxable Installment Sale
3. Various tax refunds greater than \$100



Council Member Smiley made a motion to approve the items on the Consent Agenda as presented. Council Member Daniels seconded the motion and it carried unanimously.

**New Business**

4. BUDGET ORDINANCE AMENDMENT #9 TO THE 2020-2021 CITY OF GREENVILLE BUDGET (ORDINANCE #20-025), SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), CAPITAL PROJECTS FUNDS (ORDINANCE #17-024), AND THE ESTABLISHMENT OF A NEW SPECIAL REVENUE FUND FOR OCCUPANCY TAXES (ORIDNANCE #11-003) – **UNANIMOUSLY APPROVED**

Financial Services Director Byron Hayes stated that the proposed amendment includes adjustments to the following funds:

- General Fund
- Convention & Visitors Authority Fund
- Rec & Parks Capital Projects Fund
- Debt Service Fund
- Public Works Capital Projects
- Grants Special Revenue Fund

He stated that the proposed amendment also includes the establishment of the Occupancy Tax Fund and the Reclassification of the Red Light Camera Fund

**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #9**

	Description	Funds	Budget Impact	Amount
A	Recognize Grant Funding from the GCC Block Grant for 4 Police Department in-car camera systems	Grant Spec Rev	Increase	\$22,644
B	Reallocate funds from Public Works to Sheppard Memorial Library facility improvements	General SML	Increase	\$ 60,000
C	Adjust Sheppard Memorial Library budget to what was adopted for FY2021 to match the allocation adopted by Pitt county.	SML	Decrease	\$ 210,879
D	Move funds from the Engineering budget to the Public Works budget to properly match the scope of work for services provided for the Metronet project.	General	Neutral	\$ 570,000



**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #9**

	<u>Description</u>	<u>Funds</u>	<u>Budget Impact</u>	<u>Amount</u>
E	Recognize funds received from GUC for the African American Cultural Trail application.	CVA	Increase	\$2,500
F	Reallocate remaining funding from closed Rec& Parks capital projects budget to the Water Sports Facility Project.	RP Cap Proj	Neutral	\$ 6,735
G	Close Recreation & Parks Capital Projects to include Town Common Parking Lot, Volleyball Courts, and Sycamore Hill Gateway.	RP Cap Proj	Decrease	\$ 2,413,266
H	Reallocate funding within the R&P Capital Project Fund to cover the costs associated with the Eppes Renovation Project.	RP Cap Proj	Neutral	\$ 100,000
I	Establish a new special revenue fund for Occupancy Taxes and recognize funds transferred in from other funds.	Occupancy Tax Debt Service PW Cap Proj	Increase	\$3,09,589

Council Member Meyerhoeffer made a motion to approve the amendment. Council Member Smiley seconded the motion and it carried unanimously.

**5. PRESENTATION OF THE CITY OF GREENVILLE FISCAL YEAR 2021-2022 PROPOSED BUDGET - PRESENTATION HEARD**

Assistant City Manager Cowin provided an overview of the proposed 2021-22 proposed budget, stating that the proposal is a direct reflection of the City Council’s goals: building a high-performing, diverse organization; expanding the economic hub of eastern North Carolina through economic development and job creation; delivering public infrastructure improvements and executing existing opportunities related to transportation, recreation & parks, and stormwater projects; enhancing community engagement, safety, and wellness; and building a thriving and attractive community.

He stated that the proposed budget maintains the City’s property tax rate at 49.45 cents, which he noted was a 40-year low. The budget would appropriate over 91% of all General Fund Revenues into core public service areas and would provide for the implementation of the Stormwater Utility plan that was approved by the City Council in April 2019.

Assistant Manager Cowin stated that the proposed budget includes a \$2.0 million increase in projected tax revenues and provides for a 2.0% wage increase for employees. He stated that the budget also provides for a \$300k increase in streets improvement funding for a total of \$2.8 million in annual funding. The proposed budget would continue a recurring \$500k in funding as a sustaining member of the Greenville ENC Alliance. He stated that budget provides for \$1.8 million



in recurring funding to finance the BUILD Grant projects, construction of Fire Station #7, the new Community Pool, Eppes Recreation Center Improvements, and the development of Wildwood Park. He stated that the proposal provides for \$4.35 million in pay-as-you-go funding for various capital project initiatives as well as \$120k for public safety radio replacements. He noted that the proposal would maintain the City's sanitation pick-up fee at \$16 per month for the fifth consecutive year.

The City Council thanked Assistant Manager Cowin and staff for their work on the budget.

### **Review of the May 13, 2021 Agenda**

City Manager Wall reviewed the May 13, 2021 agenda:

1. Special Recognitions – Gary Fenton, Recreation & Parks Department Retiree
2. Appointments to Boards & Commissions
3. Ordinance to annex the Clyn W. Barber and Edna P. Barber property involving 1.580 acres located along the southern right-of-way of Dickinson Avenue Extension and 1,180 +/- feet southwest of Frog Level Road
4. Ordinance requested Collice Moore, Jr. to rezone 1.4854 acres located at the northwestern corner of the intersection of Diamond Drive and Sapphire Court from IU (Unoffensive Industry) to CH (Heavy Commercial)
5. Ordinance requested by MQ Construction, LLC to rezone 2.385 acres located between Dickinson Avenue and SW Greenville Boulevard and 600 +/- feet west of Williams Road from RA20 (Residential-Agricultural) to R6 (Residential [High Density Multi-Family])
6. Ordinance request by Michael Birch, Longleaf Law Partners to amend Title 9, Chapter 4, Article E, Section 9-4-86 (MM-1) Dormitory Development within the CDF-UC District of the City Code by deleting “9-4-86 (MM-1)(2) Dormitory development within the CDF-UC District shall provide retail sales and/or other non-residential uses with a minimum floor area of 10,000 square feet. For purposes of this requirement, the term floor area shall mean non-storage area which is used as retail sales, or other non-residential uses. Where architectural layouts are not available for consideration, the floor area will be calculated by multiplying 80% times the gross area designated as non-residential use until such time architectural layouts are available for consideration or occupancy has commenced, whichever is earlier.”
7. Ordinance to designate the Flanagan-Wagner House, located at 903 East Fifth Street and further identified as Pitt County Parcel Number 14352, as a Local Historic Landmark



8. Public hearing for the 2021-2022 Annual Action Plan for CDBG and HOME funds
9. Presentation of the Proposed Fiscal Year 2021-22 Operating Budgets for the Pitt-Greenville Convention & Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission
10. Chapter 160D: A New Land Use Law for North Carolina
11. Historic Preservation Commission's Resolution for an Anti-Demolition by Neglect Ordinance

### **City Manager's Report**

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

### **Comments from the Mayor and City Council**

The City Council thanked staff for their efforts and stated their condolences for Mayor Connelly and his family.

### **Adjournment**

Council Member Meyerhoeffer 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 7:10 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Ordinance enacting and adopting Supplement #2021-S14 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.

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## ATTACHMENTS

 [Proposed Ordinance Adopting City Code Supplement 2021 S14.pdf](#)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ENACTING AND ADOPTING SUPPLEMENT NUMBER 2021-S14 TO THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed Supplement Number 2021-S14 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, 2020, and on or before December 31, 2020; 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 2021-S14 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 7th day of June, 2021.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Public Art Recommendation for Mural on the Fourth Street Parking Garage

**Explanation:** The Civic Arts Committee is recommending a mural by Rakia Jackson and Kidd Graves to be painted on the Fourth Street side of the Fourth Street Parking Garage. These two panels have been blank since the construction of the parking deck, and it has been part of the Pitt County Arts Council's planning since then to implement a mural on these panels.

In April 2021 the mural "Bubbles" by Helen Joria Alvir Lewis, was completed on the three panels on the Cotanche side of the parking deck, as approved by the Greenville City Council. The Fourth Street side of the parking deck will be the final project of the Civic Arts Committee's work plan for 2020-2021.

A Request for Proposals (RFP) was released regionally in March of 2021. There were 15 proposals submitted, and the Greenville Mural Group Arts Selection Panel chose the design by Rakia Jackson and Kidd Graves due to the artistic merit, previous public art experience, and the positive message and community impact of the imagery. The design shows a scene by the Tar River with people listening to music, practicing yoga, kayaking down the river, a son and father fishing, and catfish swimming down the river, being caught, and flowing into bubbles that are blown by a young black child. The bubbles make a connection to the adjacent mural "Bubbles" on the Cotanche side of the parking deck.

The Arts Selection Panel and Civic Arts Committee feel this design reflects the amenities that the Tar River offers, and celebrates nature, community activities, and the diversity of Greenville.

Per City Council policy, staff of the Pitt County Arts Council at Emerge presented an overview of the project to Council at the May 10, 2021 City Council Workshop. The project is now included on City Council's June 7, 2021 meeting agenda for Council approval. Upon approval, the design will be painted on the Fourth Street side of the parking deck in June of 2021. Any maintenance to the mural will be implemented and funded by the Pitt County Arts Council at Emerge. The project will be funded by the Pitt County Arts Council at Emerge, and supervised by the Civic Arts Committee and Greenville Public Works Department.

**Fiscal Note:** No fiscal impact.



**Recommendation:** Approval of the proposed public art project.

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ATTACHMENTS

 [PCAC\\_FOURTH STREET PARKING DECK MURAL\\_RECOMMENDATION.pdf](#)



PITT COUNTY  
**ARTS**  
COUNCIL AT  
EMERGE

**CIVIC ARTS COMMITTEE  
RECOMMENDATION FOR PUBLIC ART  
PLACEMENT ON PUBLIC PROPERTY**

REQUESTED

AGENDA DATE: June 7, 2021

PROJECT: Fourth Street Parking Deck Mural

LOCATION: Fourth Street Side of Parking Deck

TYPE OF ART: Mural

PROJECT TYPE:  Commission  RFP  RFQ  Community  Donation

ARTIST(S): Rakia Jackson and Kidd Graves

TITLE: "A Great Place to Be Outside"

PROJECT

STATEMENT:

This mural depicts the Tar River and the many activities that can be enjoyed in nature and in and around the river such as fishing, kayaking, playing, relaxing, and so much more. This idea of the community being with nature and enjoying activities with friends and family became the inspiration behind the mural design. There are people listening to music, practicing yoga, kayaking down the river, a son and father fishing, catfish swimming down the river and being caught, and flowing into bubbles that are blown by a young child. The artists decided to make the people within the mural mostly people of color to show the diversity of the City. The bubbles were added to make a connection to the mural on the Cotanche Street side of the parking deck.

SIZE ESTIMATE: Two panels each sized: 91"x184.5"

SELECTION

PROCESS:

A regional Request for Proposals was released in February 2021 with a deadline of April 17, 2021. Nearly 15 applications were submitted, and the Greenville Mural Group Art Selection Panel met on April 19, 2021 and chose "A Great Place to Be Outside" by Rakia Jackson and Kidd Graves as the winning design that would be recommended for implementation. This recommendation was then approved by the Civic Arts Committee on May 4, 2021, and the Pitt County Arts Council's Board of Directors on May 20, 2021.

SUBCOMMITTEE: Sierra Jones, Meredith Hawke-Dzeko, Sim Asher  
PCAC Staff: Holly Garriott, Paula Rountree  
COG Staff Logistics Liaison: Kevin Heifferon

COMMITTEE'S  
COMMENTS:

The Civic Arts Committee feels like this mural celebrates not only the Tar River but also the diversity and family friendly aspect of Greenville, NC. Just a few blocks down from the river, it shows the reflection of the idea of the river, nature, and community. This is a positive image that reinforces the tourism and quality of life that our river and nature provides to the Greenville community.

SURFACE/  
MATERIALS:

Exterior grade latex will be painted directly onto recessed wall.

IMPLEMENTATION

TIMEFRAME: The mural will be completed by the end of June 2021.

STAKEHOLDERS/  
PARTNERS/  
SUPPORTERS:

Pitt County Arts Council at Emerge  
Greenville Mural Group

PROJECT  
BUDGET:

\$5,000

COST TO CITY: \$0

FUNDED BY: Pitt County Arts Council at Emerge

IMPLEMENTATION

PROCESS: Upon approval Kidd Graves and Rakia Jackson will hand paint the design directly onto the panels of the parking deck. They will complete the painting by the end of June 2021.

MAINTENANCE:

The Pitt County Arts Council will be responsible for any maintenance needed (cleaning, repainting, touch up). Any maintenance that will occur will be approved and supervised by Kevin Heifferon and the City Public Works Department.

CIVIC ARTS

RECOMMENDS: It is the recommendation of the Civic Arts Committee for the City Council to approve the design and implementation of "A Great Place to Be Outside" by Rakia Jackson and Kidd Graves on the Fourth Street side of the Greenville Parking Deck.

ATTACHMENTS:

Submitted design by Rakia Jackson and Kidd Graves  
Image of the design superimposed on the parking deck



Left Panel (top) and Right Panel (bottom) of submitted designs for  
“A Great Place to be Outside” by Rakia Jackson and Kidd Graves  
Mural Design for Fourth Street side of Greenville Parking Deck



The design superimposed on the Fourth Street side of the Greenville Parking Deck



# City of Greenville, North Carolina



Meeting Date: 06/07/2021

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<b><u>Title of Item:</u></b>	Resolution Accepting Dedication of Rights-of-Way and Easements for 4JP11, LLC
<b><u>Explanation:</u></b>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for 4JP11, LLC (Map Book 85 at Page 144). 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.
<b><u>Fiscal Note:</u></b>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2020-2021 budget.
<b><u>Recommendation:</u></b>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for 4JP11, LLC

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## ATTACHMENTS

-  [COG-#1142857-v1-March\\_2021\\_Right\\_of\\_Way\\_Resolution.pdf](#)
-  [4JP11 LLC.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:

4JP11, LLC

Map Book 85 Page 144

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 7<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

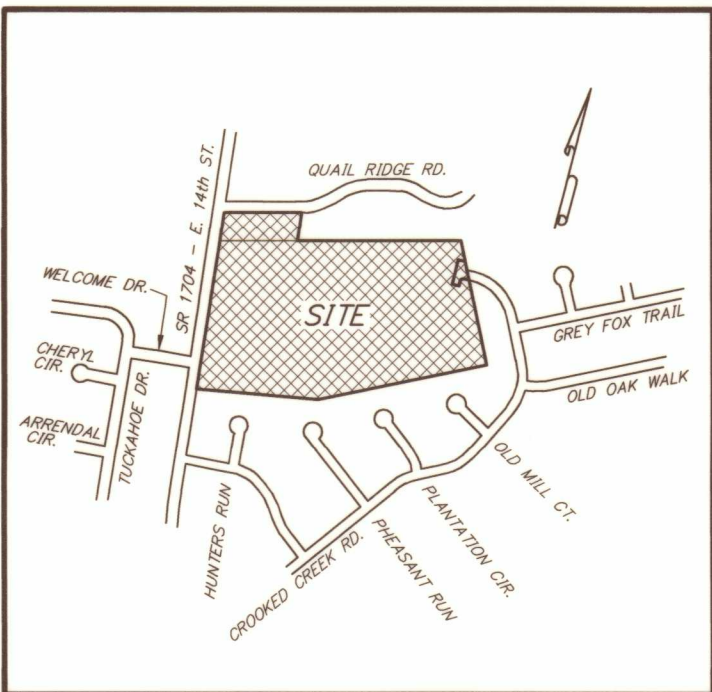
I, Camillia Smith, Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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 7<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:





VICINITY MAP 1" = 1,000'

- NOTES:**
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. COMMUNITY PANEL # 3720469600J, EFFECTIVE DATE: 01-02-2004, ZONE X.
  - THE DESIGNATION 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 THOSE DESIGNATED WIDTHS.
  - THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE'S STORMWATER MANAGEMENT PROGRAM.
  - 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 ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
  - ALL UTILITY EASEMENTS (EXISTING & PROPOSED) ARE CENTERED ON UTILITY LINES AS INSTALLED UNLESS NOTED OTHERWISE.
  - NO POINTS SET UNLESS OTHERWISE NOTED.

**SITE DATA:**

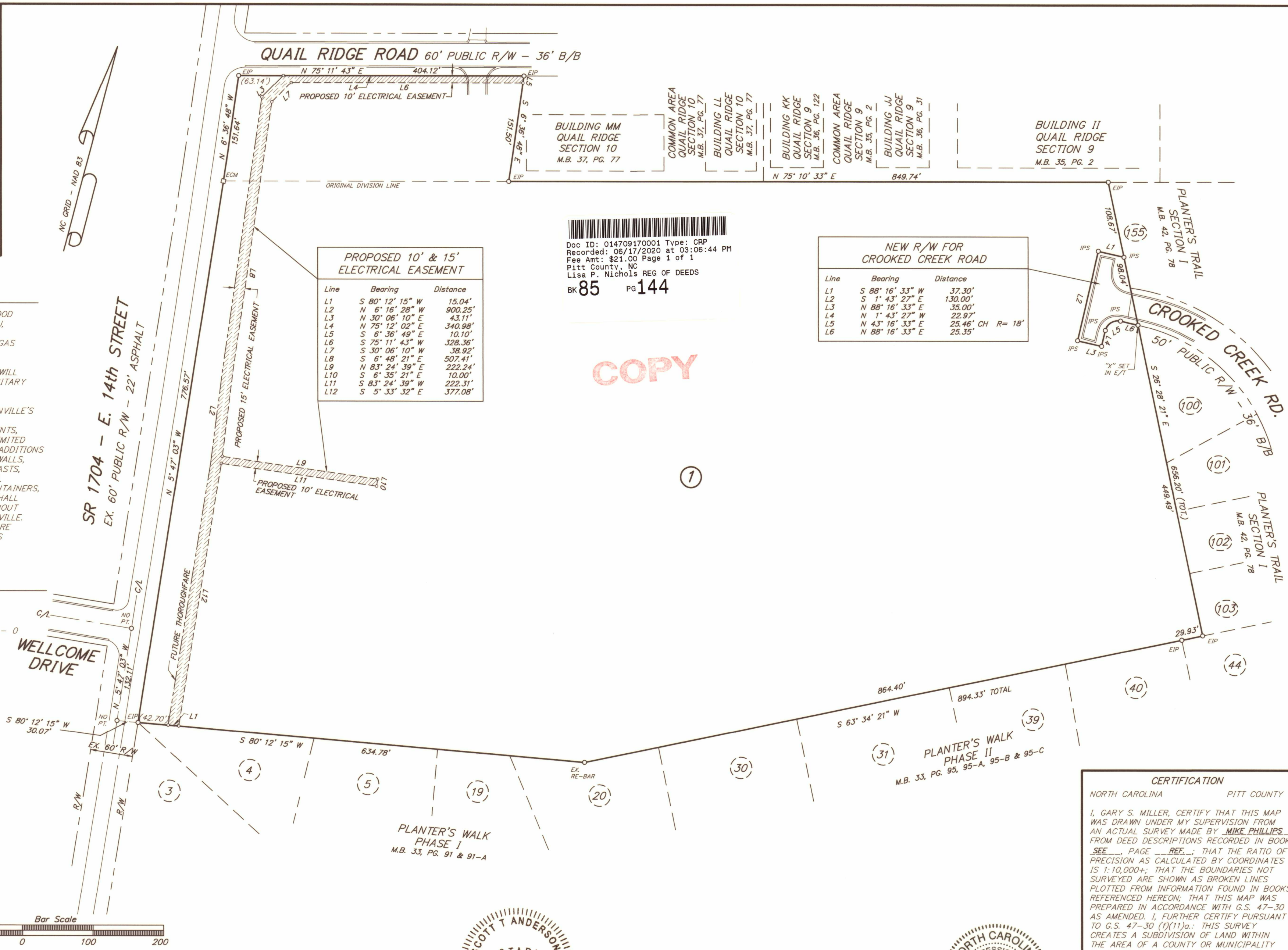
NUMBER OF LOTS CREATED - 1  
 ACREAGE IN TOTAL TRACT - 25.612 AC.  
 ACREAGE IN COMMON AREA - 0  
 ACREAGE IN PARKS, RECREATION AREAS & THE LIKE - 0

**LOT AREAS:**

LOT 1 - 1,108,980 Sq. Ft. / 25.459 Ac.  
 CROOKED CREEK RD. - 6,652 Sq. Ft. / 0.153 Ac.  
 TOTAL - 1,115,632 Sq. Ft. / 25.612 Ac.

**LEGEND:**

EIP - EXISTING IRON PIPE  
 IPS - IRON PIPE SET  
 R/W - RIGHT OF WAY  
 B/B - BACK TO BACK  
 C/L - CENTERLINE  
 ECM - EXISTING CONCRETE MONUMENT  
 E/T - ELECTRIC TRANSFORMER



**PROPOSED 10' & 15' ELECTRICAL EASEMENT**

Line	Bearing	Distance
L1	S 80° 12' 15" W	15.04'
L2	N 6° 16' 28" W	900.25'
L3	N 30° 06' 10" E	4.31'
L4	N 75° 12' 02" E	340.98'
L5	S 6° 38' 49" E	10.10'
L6	S 75° 11' 43" W	328.36'
L7	S 30° 06' 10" W	38.92'
L8	S 6° 48' 21" E	507.41'
L9	N 83° 24' 39" E	222.24'
L10	S 6° 35' 21" E	10.00'
L11	S 83° 24' 39" W	222.31'
L12	S 5° 33' 32" E	377.08'

Doc ID: 014709170001 Type: CRP  
 Recorded: 06/17/2020 at 03:06:44 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 85 PG 144

**NEW R/W FOR CROOKED CREEK ROAD**

Line	Bearing	Distance
L1	S 88° 16' 33" W	37.30'
L2	S 1° 43' 27" E	130.00'
L3	N 88° 16' 33" E	35.00'
L4	N 1° 43' 27" W	22.97'
L5	N 43° 16' 33" E	25.46' CH R=18'
L6	N 88° 16' 33" E	25.35'

COPY



SHEET 1 OF 1

RECOMBINATION PLAT FOR  
**4JPII, LLC**  
 BEING ALL OF TAX PARCEL # 06793  
 & A PORTION OF TAX PARCEL # 39147  
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER(S) 4JPII, LLC  
 ADDRESS P.O. BOX 2067 GREENVILLE, N.C. 27836  
 PHONE \_\_\_\_\_

**GARY S. MILLER & ASSOCIATES, P.A.**  
 LAND SURVEYORS  
 1803 South Charles Blvd.  
 Greenville, N.C. 27858  
 License # C-0225

SURVEYED: MCP APPROVED: GSM  
 DRAWN: BLW DATE: 11-27-19  
 CHECKED: TEM SCALE: 1" = 100'

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
 DEED BOOK 3627 PAGE 716-718  
 DEED BOOK 3245 PAGE 22-27  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 N.C. REG. NO. L-2562

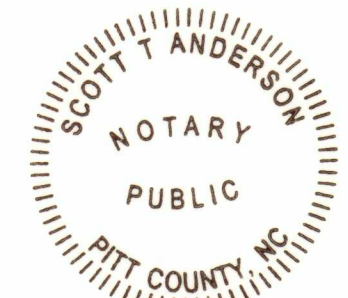
**OWNERS STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF  
4JPII, LLC by Richard Bald  
R Bald, mgr  
 SWORN AND SUBSCRIBED TO BEFORE ME THIS  
14th DAY OF MAY, 2020  
Scott T Anderson  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 11/26/2023

**APPROVAL**  
 THIS FINAL PLAT NO. 19-49, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 16th DAY OF June, 2020.  
 SIGNED \_\_\_\_\_  
 CITY PLANNER

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO PUBLIC USE AS STREETS, PARKS, PLAY- GROUND, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.  
 SIGNED 4JPII, LLC by Richard Bald  
R Bald, mgr  
 ATTEST \_\_\_\_\_

**REVIEW OFFICER**  
 STATE OF NORTH CAROLINA COUNTY OF PITT  
 I, Bradleigh Sevier  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 REVIEW OFFICER B Sevier  
 DATE 6/17/20

**CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY  
 I, GARY S. MILLER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY MIKE PHILLIPS FROM DEED DESCRIPTIONS RECORDED IN BOOK SEE PAGE REF; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(11)a.: THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 27th DAY OF NOVEMBER, 20 19.  
 SIGNED \_\_\_\_\_  
 PROFESSIONAL LAND SURVEYOR NO. L-2562





# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Resolution authorizing the filing of two applications to the North Carolina Department of Justice for the FY 2021 Environmental Enhancement Grant Program

**Explanation:** The Office of the North Carolina Attorney General has issued a Request for Proposals (RFP) to identify environmental enhancement projects contemplated by the Smithfield Agreement for reimbursement under the Environmental Enhancement Grant Program ("EEG Program"). In 2000, the Attorney General and Smithfield Foods entered into a 25-year Agreement that, in part, provides \$2 million per year for environmental projects across the state. This money was used to establish the EEG Program that has awarded environmental grants since 2002. EEG Program grants have been used to preserve and enhance North Carolina's natural resources. The EEG Program offers reimbursement grants for projects that improve the air, water, and land quality of North Carolina by addressing the goals of the Smithfield Agreement. EEG proposals for project locations from across the state will be considered; however, consistent with the Smithfield Agreement, priority will be given to projects that directly improve the water quality in the Cape Fear, Lumber, Neuse, Tar-Pamlico, and White Oak River Basins. In addition, the Attorney General has established a preference for proposed projects that also take place in or focus on benefiting underserved or overburdened communities.

Attached for City Council consideration is a resolution authorizing the filing and execution of a grant application for the a) Greenbriar Stormwater Park Planning, and b) acquisition of lands for the Phil Carroll Nature Preserve Expansion. The Greenbriar Stormwater Park Planning project is for the initial planning level designs, conceptual drawings, hydraulic modeling, detailed cost-benefit analysis, and public meetings and engagement, for a proposed 8-acre stormwater pond that will directly benefit several repetitive loss and underserved residential areas. The goals of this project are to reduce flooding to homes (some of which are repetitive loss properties), provide stormwater quality treatment, conserve undeveloped land as greenspace, and provide passive recreational and environmental education opportunities. The Phil Carroll Nature Preserve Expansion will involve purchasing three parcels of land that total approximately 181 acres. Two of the parcels proposed for acquisition have frontage on the Tar River totaling 4,750 feet. Currently, the Phil Carroll Nature Preserve, located near the City's medical district, contains 216 acres. Once these properties are acquired, the Nature Preserve would total approximately 397 acres. Acquiring these parcels and including them as part of the Preserve would remove the

possibility of development on these environmentally sensitive properties that are located on the Tar River. These properties also provide an opportunity to connect the Phil Carroll Nature Preserve to the planned expansion of the South Tar River Greenway, which will improve pedestrian transportation opportunities for the community. The two projects were previously submitted as Letters of Intent to the NC Department of Justice for preliminary review and were invited to move forward to the full application.

**Fiscal Note:**

The total amount for the two applications is \$505,000.00.

1. Greenbriar Stormwater Park Planning - \$125,000.00
2. Phil Carroll Nature Preserve Expansion - \$380,000.00

**Recommendation:**

City Council adopt the attached resolution approving the grant request and authorizing the filing and execution of the two applications for the FY 2021 Environmental Enhancement Grant Program.

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ATTACHMENTS

-  [2021\\_EEG\\_Grant\\_Resolution.pdf](#)
-  [2021 EEG LOI Greenbriar.pdf](#)
-  [EEG 2021 LOI City of Greenville Land Acquisition.pdf](#)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE FILING OF TWO APPLICATIONS TO THE  
NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY2021 ENVIRONMENTAL  
ENHANCEMENT GRANT PROGRAM

WHEREAS, The Office of the North Carolina Attorney General has issued this Request for Proposals (RFP) to identify environmental enhancement projects contemplated by the Smithfield Agreement for reimbursement under the Environmental Enhancement Grant Program (“EEG Program”); and

WHEREAS, in 2000, the Attorney General and Smithfield Foods entered into a 25-year Agreement that, in part, provides \$2 million per year for environmental projects across the state; and

WHEREAS, EEG proposals for project locations from across the state will be considered; however, consistent with the Smithfield Agreement, priority will be given to projects that directly improve the water quality in the Cape Fear, Lumber, Neuse, Tar–Pamlico, and White Oak River Basin; and

WHEREAS, the City of Greenville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, the Attorney General has established a preference for proposed projects that also take place in or focus on benefiting underserved or overburdened communities; and

WHEREAS, this program is available to certain municipalities in the State of North Carolina and 501c-3 non-profit organizations; and

WHEREAS, the deadline for final application by the State of North Carolina is June 24<sup>th</sup>, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

1. That the City Manager is authorized to execute and file applications on behalf of the City of Greenville with the North Carolina Department of Justice to aid in the financing of a) Greenbriar Stormwater Park Planning, and b) acquisition of lands for the Phil Carroll Nature Preserve Expansion.
2. That the City Manager is authorized to execute and file the Assurances and other documents the North Carolina Department of Justice requires before awarding an assistance grant or cooperative agreement.

3. That the City Manager is authorized to submit additional information as the North Carolina Department of Justice may require in connection with the application or project.
4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project.
5. That after certification of funds by the Chief Financial Officer, the City Manager is hereby authorized to execute the grant agreement on behalf of the City of Greenville and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

ADOPTED this the 7th day of June, 2021.

---

P.J. Connelly, Mayor

#### CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on 7th day of June, 2021.

---

Valerie Shiuwegar, City Clerk

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Date

SEAL

ENGINEERING

May 18, 2021

Sarah G. Zambon  
Assistance Attorney General  
Environmental Enhancement Grant Program  
EEG@ncdoj.gov

Dear Ms. Sarah G. Zambon:

This letter indicates the City of Greenville's intent to apply for the 2021 Environmental Enhancement Grant for a planning project titled *Greenbriar Stormwater Park Planning*. Please see details below.

**Project Description:** This project is for the initial planning level designs, conceptual drawings, hydraulic modeling, detailed cost-benefit analysis, and public meetings and engagement, for a proposed 8 acre stormwater pond that will directly benefit several repetitive loss and underserved residential areas. The goals of this project are to:

- reduce flooding to homes (some of which are repetitive loss properties);
- reduce road closures and transportation impacts due to flooding;
- provide flood mitigation, education, and assistance to low income, minority, and under-served communities;
- protect ingress and egress to homes for residents, government and emergency services;
- provide stormwater quality treatment;
- conserve undeveloped land as greenspace
- provide passive recreational and environmental education opportunities; and
- improve the resiliency of the stormwater drainage network to future economic and climatic conditions.

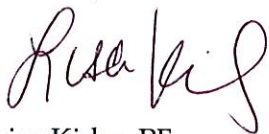
**Project Location:** Pitt County, Tar River Basin, Greens Mill Run Watershed

**Specific EEG Program Type:** Planning/Research/Education

**Anticipated Amount for the Grant Request:** \$125,000.

Please feel free to reach out if you need any further information related to the Letter of Interest.

Sincerely,



Lisa Kirby, PE  
Director of Engineering  
City of Greenville  
[lkirby@greenvillenc.gov](mailto:lkirby@greenvillenc.gov)  
252-329-4683

## RECREATION AND PARKS

May 10, 2021

Ms. Sarah G. Zambon Assistant Attorney General  
Environmental Enhancement Grant Program  
North Carolina Attorney General's Office

### **Letter of Intent**

City of Greenville - Environmental Enhancement Grant Program  
Project: Phil Carroll Nature Preserve Expansion, Pitt County, NC

Dear Ms. Zambon,

The City of Greenville Recreation and Parks Department, on behalf of the City of Greenville, would like to submit this letter of intent for the 2021 Environmental Enhancement Grant. As a department with the City of Greenville, we represent a unit of local government, one of the three "eligible applicant" classifications.

The Phil Carroll Nature Preserve Expansion will involve purchasing three parcels of land that total approximately 181 acres. Two of the parcels proposed for acquisition have frontage on the Tar River totaling 4,750 feet. Currently the Phil Carroll Nature Preserve, located near the City's medical district, contains 216 acres. Once these properties are acquired, the Nature Preserve would total approximately 397 acres. Acquiring these parcels and including them as part of the Preserve would remove the possibility of development on these environmentally sensitive properties that are located on the Tar River. These properties also provide an opportunity to connect the Phil Carroll Nature Preserve to the planned expansion of the South Tar River Greenway, which will improve pedestrian transportation opportunities for the community.

This project would be considered a Land Acquisitions and Conservation Easements EEG Program Type. The anticipated cost to complete this project – and therefore the amount we would request from this grant – is \$380,000.

Thank you for your time and consideration.

Sincerely,



Don Octigan, CPRP  
Director of Recreation & Parks  
P.O. Box 7207  
Greenville, NC 27835  
252 /329-4545  
[doctigan@greenvillenc.gov](mailto:doctigan@greenvillenc.gov)



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

---

**Title of Item:** Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2020-21 Budget and various capital projects budgets

**Explanation:** The fiscal year 2020-21 Electric, Water, Sewer, and Gas Fund Budgets need to be amended to ensure that the estimated sources of revenue appropriately cover the estimated expenditures and contingencies for the remainder of the fiscal year and to also alleviate the potential of actual expenditures being over the budget. On May 20, 2021, the GUC Board of Commissioners approved the fiscal year 2020-21 budget amendments, which included certain capital projects budget amendments, and recommends similar action by City Council.

**Fiscal Note:** No cost to the City.

**Recommendation:** Adopt the attached Ordinance and Resolution amending GUC's fiscal year 2020-21 budget which includes certain capital projects budget amendments

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## ATTACHMENTS

-  [Ordinance Amending 2020-21 Budget.pdf](#)
-  [City Reimbursement Resolution for Capital Projects in FY 2020-21 Budget Amendment.pdf](#)



ORDINANCE NO. 21-  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND THE GREENVILLE UTILITIES COMMISSION 2020-21 BUDGET, AND  
TO AMEND VARIOUS CAPITAL PROJECT BUDGETS

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2020 and ending June 30, 2021 to meet the subsequent expenditures according to the following schedules:

<u>Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
<b>A. <u>Electric Fund</u></b>			
Rates & Charges	\$172,488,964	\$1,351,220	\$173,840,184
Fees & Charges	1,387,306	155,689	1,542,995
Miscellaneous	1,640,595	1,979,550	3,620,145
Interest on Investments	470,000	(90,000)	380,000
FEMA/Insurance Reimbursement	0	195,117	195,117
Bond Proceeds	137,585	(99,787)	37,798
Transfer from Capital Projects	500,000	(500,000)	0
Transfer from Rate Stabilization	5,750,000	(5,750,000)	0
Appropriated Fund Balance	<u>3,850,000</u>	<u>0</u>	<u>3,850,000</u>
Total Electric Fund Revenue	\$186,224,450	(\$2,758,211)	\$183,466,239
<b>B. <u>Water Fund</u></b>			
Rates & Charges	\$22,583,645	(\$141,872)	\$22,441,773
Fees & Charges	421,409	(6,957)	414,452
Miscellaneous	195,566	55,640	251,206
Interest on Investments	70,000	(2,000)	68,000
FEMA/Insurance Reimbursement	0	15,392	15,392
Bond Proceeds	15,459	2,309,115	2,324,574
Appropriated Fund Balance	<u>1,050,000</u>	<u>0</u>	<u>1,050,000</u>
Total Water Fund Revenue	\$24,336,079	\$2,229,318	\$26,565,397
<b>C. <u>Sewer Fund</u></b>			
Rates & Charges	\$23,948,463	(\$551,668)	\$23,396,795
Fees & Charges	410,148	(30,681)	379,467
Miscellaneous	136,520	135,012	271,532
Interest on Investments	80,000	(8,000)	72,000
FEMA/Insurance Reimbursement	0	41,528	41,528
Bond Proceeds	141,017	1,661,004	1,802,021
Transfer from Capital Projects	<u>1,050,000</u>	<u>0</u>	<u>1,050,000</u>
Total Sewer Fund Revenue	\$25,766,148	\$1,247,195	\$27,013,343
<b>D. <u>Gas Fund</u></b>			
Rates & Charges	\$32,493,100	\$595,675	\$33,088,775
Fees & Charges	144,550	28,584	173,134
Miscellaneous	141,511	69,807	211,318
Interest on Investments	130,000	(10,000)	120,000
FEMA/Insurance Reimbursement	0	13,468	13,468
Bond Proceeds	0	9,091	9,091
Transfer from Capital Projects	206,000	(206,000)	0
Appropriated Fund Balance	<u>1,050,000</u>	<u>0</u>	<u>1,050,000</u>
Total Gas Fund Revenue	\$34,165,161	\$500,625	\$34,665,786
Total Revenues	<u>\$270,491,838</u>	<u>\$1,218,927</u>	<u>\$271,710,765</u>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2020 and ending on June 30, 2021, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund	\$186,224,450	(\$2,758,211)	\$183,466,239
Water Fund	24,336,079	2,229,318	\$26,565,397
Sewer Fund	25,766,148	1,247,195	\$27,013,343
Gas Fund	34,165,161	500,625	\$34,665,786
<b>Total Expenditures</b>	<b>\$270,491,838</b>	<b>\$1,218,927</b>	<b>\$271,710,765</b>

Section III. Capital Projects. The following Capital Project Budgets previously established are hereby amended.

(a) The revenues anticipated to be available to complete the projects are amended as follows.

Proceeds from long-term debt	\$47,357,000	(\$3,957,000)	\$43,400,000
Capital projects fund balance	18,850,000	4,441,098	23,291,098
Capacity Fees	0	2,158,902	2,158,902
	<u>\$66,207,000</u>	<u>\$2,643,000</u>	<u>\$68,850,000</u>

(b) The amounts appropriated for the projects are amended as follows:

FCP10072 New Operations Center Phase 2	\$53,300,000	(\$750,000)	\$52,550,000
FCP10160 New Operations Center - Fleet Maintenance Building	\$7,000,000	\$750,000	\$7,750,000
ECP133 Sugg Parkway Transmission Line	1,700,000	0	1,700,000
SCP10223 Regional Pump Station Upgrades	1,800,000	0	1,800,000
SCP10229 Greene Street Pump Station and Force Main	1,600,000	600,000	2,200,000
SCP10230 Forlines Pump Station Expansion	250,000	2,000,000	2,250,000
SCP10235 Duplex Pump Station Improvements	500,000	0	500,000
GCP10114 14th Street Widening (NCDOT U-5917)	57,000	43,000	100,000
	<u>\$66,207,000</u>	<u>\$2,643,000</u>	<u>\$68,850,000</u>

(c) The capital project revenues and expenditures authorizations shall extend from year to year until each project is completed.

Section IV. Amendments.

(a) Pursuant to General Statutes 159-15, these budgets may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as the expenditure(s) is/are reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 7th day of June, 2021.

Attest:

\_\_\_\_\_  
P. J. Connelly, Mayor

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION DECLARING THE INTENTION OF THE**  
**CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE**  
**GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH**  
**CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH**  
**CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR**  
**CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE**  
**ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS**

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the “City”), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the “Combined Enterprise System”) with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the “Regulations”) prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness (“Debt”) issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Additional Improvements”) more fully described below;

WHEREAS, the Additional Improvement consists of a street widening project for the gas department; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a party that is not related to or an agent of the Commission or City so long as such grant does not

impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$100,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the 7<sup>th</sup> day of June, 2021.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar  
City Clerk

After consideration of the foregoing resolution, Council member \_\_\_\_\_ moved for the passage thereof, which motion was duly seconded by Council member \_\_\_\_\_, and the foregoing resolution was passed by the following vote:

Ayes: \_\_\_\_\_  
\_\_\_\_\_.

Noes: \_\_\_\_\_.

\* \* \* \* \*

I, Valerie Shiuwegar, Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on 7<sup>th</sup> day of June, 2021 and contains the verbatim text of Resolution No. \_\_-21 which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this 7th day of June, 2021.

\_\_\_\_\_

City Clerk

[SEAL]



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Series Resolution for 0% Interest and Principal Forgiveness Loan in the Amount of \$1,367,000 regarding Greenville Utilities Commission's assumption of ownership of Bethel's Water System

**Explanation:** In March of 2020, the North Carolina Department of Environmental Quality (NCDEQ) offered to provide SRF funding for capital project improvements to the Town of Bethel. The funding offer included a 0% interest and principal forgiveness loan for water system capital improvements in the amount of \$1,367,000. At the time of this funding offer, the NCDEQ staff was participating in discussions among Bethel, Greenville, and GUC regarding the assumption of ownership of Bethel's water and wastewater systems.

Through the cooperative efforts of the NCDEQ, Bethel, Greenville, and GUC over the past 13 months, the ownership transfer agreement was finalized and approved by all parties on April 19, 2021. The agreement stipulates that GUC is responsible for performing and/or providing oversight for the capital improvements associated with this loan. Therefore, GUC requested the NCDEQ to transfer the funding offered to Bethel in March of 2020 to GUC once the ownership transfer agreement was approved and executed. The NCDEQ agreed to this request, which has resulted in the 0% interest and principal forgiveness loan being transferred to GUC.

To accept the 0% interest and principal forgiveness loan, a Series Resolution needs to be adopted by GUC and the City. At their May 20, 2021 regular Board Meeting, the GUC Board of Commissioners adopted a Resolution that:

- Accepts the Revolving Loan Program offer of \$1,367,000
- Approves the provisions of the Series Resolution
- Provides assurances to adhere to the conditions and assurances of NCDEQ's funding offers
- Recommends to the City Council that the City Council adopt the Series Resolution in connection with the Promissory Note
- Authorizes the General Manager/CEO of the Commission, Chief Financial Officer, or an Authorized Officer of the Commission to approve the Promissory Note, furnish information requested by the State Agency, and execute other documents as required
- Authorizes and directs the officers, agents, and employees of the Commission to do all acts and things required of them by the provisions of the Series Resolution

**Fiscal Note:** No cost to the City.

**Recommendation:** Adopt the attached Series Resolution

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ATTACHMENTS

 [City Series Resolution for State Loan for Bethel \\$1,367,000.pdf](#)

A remote electronic meeting of the City Council of the City of Greenville, North Carolina was held by use of simultaneous communication pursuant to Section 166A-19.24 of the North Carolina General Statutes at 6:00 p.m. on \_\_\_\_\_. All Council Members participated by use of simultaneous communication.

Present: Mayor P.J. Connelly, presiding, and Councilmembers

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Absent: \_\_\_\_\_

\* \* \* \* \*

\_\_\_\_\_ introduced the following resolution, a copy of which had been provided to each Councilmember and which was read by its title:

**RESOLUTION NO. \_\_ - 21**

**SERIES RESOLUTION AUTHORIZING THE INCURRENCE OF SUBORDINATE INDEBTEDNESS EVIDENCED BY AN INTEREST FREE AND FORGIVABLE PRINCIPAL DRINKING WATER STATE REVOLVING FUND PROGRAM NOTE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,367,000 PURSUANT TO THE PROVISIONS OF SECTION 215 OF THE BOND ORDER ADOPTED BY THE CITY COUNCIL ON AUGUST 11, 1994, AMENDED AND RESTATED AS OF APRIL 13, 2000**

WHEREAS, the City of Greenville, North Carolina (the “City”), a municipal corporation in Pitt County, North Carolina, owns certain public utility or public service enterprise facilities comprising an electric system, a natural gas system, a sanitary sewer system and a water system, within and without the corporate limits of the City (collectively, the “Combined Enterprise System”), and

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City, within and without the corporate limits of the City, with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the public utilities of the City, including the Combined Enterprise System; and

WHEREAS, the City Council of the City (the “City Council”) adopted, on August 11, 1994, a bond order, which, among other things, authorizes and secures Greenville Utilities Commission Combined Enterprise System Revenue Bonds of the City, which order was amended and restated as of April 13, 2000 (the “Order”); and

WHEREAS, Section 215 of the Order authorizes the incurrence or assumption of Subordinate Indebtedness (as defined in the Order) for any lawful purpose of the City related to the ownership or operation of the Combined Enterprise System (as defined in the Order); and



WHEREAS, the Federal Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and grants, as applicable, to aid eligible, drinking water system owners in financing the cost of construction for eligible, drinking-water infrastructure; and

WHEREAS, as more particularly described in Appendix A to this Resolution, the North Carolina Department of Environmental Quality (the “Department”) has offered the Commission an interest free and forgivable principal North Carolina Drinking Water State Revolving Fund loan in the total amount of \$1,367,000 to pay for or reimburse the cost of certain improvements to the Combined Enterprise System, which improvements are described in Appendix A hereto and constitute Additional Improvements (as defined in the Order), said loan to be evidenced by a Drinking Water State Revolving Fund Program Note referred to herein as the “Promissory Note” and as described in Appendix A to this Resolution, which Promissory Note will constitute Subordinate Indebtedness (as defined in the Order); and

WHEREAS, the Commission and the City intend to construct the Additional Improvements in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section; and

WHEREAS, the Commission and the City have complied substantially or will comply substantially with all Federal, State and local laws, rules, regulations and ordinances applicable to the Additional Improvements, and to Federal and State grants and loans pertaining thereto; and

WHEREAS, the Promissory Note shall be secured by a pledge, charge and lien upon the Net Receipts (as defined in the Order) subordinate to the pledge, charge and lien upon the Net Receipts which secures Parity Indebtedness (as defined in the Order) and, accordingly, is payable from the Net Receipts subordinate and junior in right of payment to the payment of Parity Indebtedness from the Net Receipts as provided in the Order; and

WHEREAS, the City Council has received information to the effect that the City will be able to satisfy the requirements of Section 215 of the Order with respect to the State Revolving Fund Promissory Note; and

WHEREAS, pursuant to Section 215 of the Order, the State Revolving Fund Promissory Note are to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the incurrence of said Subordinate Indebtedness; and

WHEREAS, the Commission has adopted a resolution to the effect that it approves the provisions of this resolution and recommends to the City Council that the City Council adopt this series resolution authorizing and setting forth the terms and provisions of the State Revolving Fund Promissory Note; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DOES HEREBY DETERMINE AND RESOLVE, as follows:

Section 1. Definitions. Capitalized words and terms used in this series resolution (this “Resolution”) and not otherwise defined herein shall have the meanings given to them in the Order.

Section 2. Authorization of the State Revolving Fund Promissory Note. (A) The State Revolving Fund Promissory Note. Pursuant to the Enabling Act and Section 215 of the Order, the City Council hereby authorizes the incurrence of Subordinate Indebtedness evidenced by a State Revolving Fund Program Note (as defined in the Order) designated “Greenville Utilities Commission Combined Enterprise System Drinking Water State Revolving Loan Fund Program Note” (the “Promissory Note”) in an aggregate principal amount of up to \$1,367,000 for the purpose of providing funds, together with any other available funds, for (1) paying, or reimbursing the Commission for paying, a portion of the Cost of the Additional Improvements described in Appendix A hereto and (2) paying expenses incidental and necessary or convenient thereto.

(B) Note Provisions. The Promissory Note shall be executed on such date, be effective as of such date, shall bear interest at a zero rate of interest and shall be subject to forgiveness of principal pursuant to the Department of Environmental Quality (DEQ) Program terms for such loans.

(C) Interest Payment Dates. The Promissory Note shall bear interest at a zero interest rate.

(D) Principal Payment Dates. Principal on the Promissory Note shall be subject to forgiveness of principal pursuant to the DEQ Program terms for such loans.

(E) Prepayment of the Promissory Note. The Promissory Note shall be pre-payable in accordance with its terms.

Section 3. Delegation and Standards. The City Council hereby delegates to any Authorized Officer of the Commission, subject to the limitations contained herein, the power to determine and carry out the following with respect to the Promissory Note:

(A) Principal Amount. The aggregate principal amount of the Promissory Note, not to exceed \$1,367,000, to be sufficient for the purposes described in Section 2(A) of this Resolution;

(B) Execution Date and Effective Date. To determine the date of execution of the Promissory Note and the effective date of the Promissory Note;

(C) Other Provisions. To determine any other provisions deemed advisable and not in conflict with the provisions of this Resolution or the Order.

Section 4. Ratification of Previous Actions. City Council hereby ratifies and approves any previous actions taken by the General Manager of the Commission or any other Authorized Officer of the Commission relating to any Promissory Note and related documents including the execution of such Promissory Note and related documents so long as such actions were not inconsistent with this Resolution.

Section 5. Series Certificate. The General Manager/CEO of the Commission or an Authorized Officer of the Commission shall execute a certificate or certificates evidencing determinations or other actions taken pursuant to the authority granted in this Resolution, and any such certificate or certificates shall be conclusive evidence of the action taken.

Section 6. Form of the Promissory Note. The Promissory Note shall be substantially the form required by the Drinking Water State Revolving Program, with such variations, omissions and insertions as are required or permitted by this Resolution or the Order.

Section 7. LGC Approval of the Promissory Note; Execution of the Promissory Note. The City Council recognizes that the North Carolina Local Government Commission (the "LGC") must approve the incurrence of Subordinate Indebtedness evidenced by the Promissory Note in accordance with the terms and provisions of this Resolution. Based upon the LGC approval of the incurrence of such Subordinate Indebtedness evidenced by the Promissory Note as hereinabove requested, a Promissory Note in the form required by the Drinking Water State Revolving Fund Program is hereby approved in all respects, and the General Manager of the Commission or an Authorized Officer of the Commission are hereby authorized to signify such approval by the execution of the Promissory Note in substantially such form, taking into account among other items any changes made pursuant to the delegation set forth in Section 3 of this Resolution, such execution to be conclusive evidence of the approval thereof by the City.

Section 8. Authorization to City and Commission Officials. The officers, agents and employees of the City and the Commission are hereby authorized and directed to do all acts and things required of them by the Drinking Water State Revolving Fund Loan Program and the provisions of the Promissory Note, the Order and this Resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

[SEAL]

After consideration of the foregoing resolution, Council member \_\_\_\_\_ moved for the passage thereof, which motion was duly seconded by Council member \_\_\_\_\_, and the foregoing resolution was passed by the following vote:

Ayes: \_\_\_\_\_  
\_\_\_\_\_.

Noes: \_\_\_\_\_  
\_\_\_\_\_  
\* \* \* \* \*

I, Valerie Shiuwegar, Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on \_\_\_\_\_ and contains the verbatim text of Resolution No. \_\_-21 which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk

[SEAL]

**THE ADDITIONAL IMPROVEMENTS**

The Additional Improvements referenced in the resolution to which this is Appendix A include but are not limited to improvements to the Bethel System to be acquired by GUC, including replace 2-inch waterline with 6-inch line; replace residential water meters to align with GUC; replace Well No. 2, rehabilitate Well No. 3; and develop water system model to allow Bethel System to consolidate with GUC.



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

**Title of Item:** 2021-2023 Police Services Agreement between the City of Greenville and the Greenville Housing Authority

**Explanation:** The Greenville Police Department desires to continue its current partnership with the Greenville Housing Authority to provide additional police services to the Housing Authority residents. The proposed (attached) Police Services Agreement, which incorporates the Memorandum of Understanding for Operational Procedures, outlines the responsibilities and expectations of both entities to include reimbursement of salary expenses for one of the two officers assigned to the Housing Authority. The City will continue to be responsible for the salary of the second officer along with the benefit expenses for both officers. Overtime for both officers will be covered by the Greenville Housing Authority.

Staff has met and discussed the proposed agreement with Mr. Wayman Williams from the Greenville Housing Authority; he is in support of this proposed Police Services Agreement.

**Fiscal Note:** The Greenville Housing Authority will reimburse the City for the salary of one officer along with overtime expenses for both officers, not to exceed \$68,060 per year. This is a two-year agreement, expiring on June 30, 2023.

**Recommendation:** Approval of the 2021-2023 Police Services Agreement with the Greenville Housing Authority.

## ATTACHMENTS

 [COG-#1147733-v1-COG-GHA--Police\\_Services\\_Agreement--2021-2023.pdf](#)

This Police Services Agreement (“Agreement”) is made and entered into July 1, 2021, by and between the City of Greenville, a municipal corporation in the State of North Carolina, (the “City”), and the Housing Authority of the City of Greenville, North Carolina, a public body, body corporate and politic, and a public housing authority organized under the laws of the State of North Carolina, which is sometimes known as HACG or GHA (“GHA”)(individually “Party” and collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the GHA desires to enter into this Agreement with the City to have the City of Greenville Police Department (“GPD”), an agency of the City, provide GPD officers to GHA for the increased security and safety of the GHA’s properties;

**WHEREAS**, the City agrees to provide the GHA, as an independent contractor, such law enforcement services upon terms and conditions provided hereinafter;

**WHEREAS**, the Parties desire to coordinate and cooperate in the performance of the services identified in the Agreement;

**WHEREAS**, the Parties recognize that such services impose unusual constraints and responsibilities on the Parties; and

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties acknowledge their understanding of their responsibilities under the Agreement and furthermore agree as follows:

**ARTICLE I  
SERVICES PROVIDED BY THE CITY**

- A. The City agrees to assign two (2) GPD police officers to maintain a police patrol presence in targeted areas of GHA during specific periods of time identified by the GHA, and agreed upon by the City, as high crime or high workload periods.
- B. GPD will employ a community-policing concept and will assist in developing and enhancing a crime prevention program in the GHA’s public housing communities.
- C. The City will collect and provide crime data and police activity information (“GPD Activity Report”) in public housing communities to the GHA on a quarterly basis, or as requested by the GHA. The GPD Activity Report shall include, but not be limited to, such public information as type of crime, frequency and location of calls for service, the number of officers responding to calls for service, and the number of hours police officers are assigned to the public housing communities under this Agreement, etc. The GPD Activity Report will assist the GHA in assessing the public safety efforts and needs in its public housing communities. Where such data requires the City or its departments to create databases in order to provide the requested information, the City will advise the GHA that additional expense will be incurred to provide the information. If the GHA wants the information, it will advise the City and, the GHA agrees to reimburse the City for this additional work on a

time and materials basis; otherwise, the City will not be required to provide information which requires additional expenses.

- D. To the extent necessary, GPD officers will appear as witnesses in the GHA's administrative grievance procedures, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct on or off public housing communities involving any resident, members of a resident's household, or any guest(s) or visitor(s) of a resident or household member. Such attendance shall be in an on-duty status and be included in the hours worked submitted by the assigned officers for the performing pay period.
- E. Regarding the services to be performed by the GPD officers in accordance with this Agreement, the appropriate GPD Administrative Liaison Officer will meet bi-weekly with resident leadership and management representatives of the GHA for the purposes of reviewing the enforcement and crime prevention efforts, and planning for future changes or modifications anticipated by this Agreement. Such meeting shall be in an on-duty status and be included in the hours worked submitted by the assigned officer for the performing pay period. The GPD officers assigned to the GHA's communities pursuant to this Agreement shall be familiar with the dwelling lease, trespass policy, and other applicable policies of the GHA, as the same may be amended from time to time.
- F. The GPD officers assigned to the GHA are at all times subject to all rules, orders, and policies of the City and GPD.
- G. The City agrees that it will provide the assigned GPD officers with such basic equipment as may be necessary and reasonable in order to allow the GPD officers to carry out the duties anticipated under this Agreement. Any additional motor vehicles, bicycles, or other equipment requested by the GHA may be furnished at the expense of the GHA and shall remain the property of the GHA.
- H. GPD will provide law enforcement training on topics consistent with credentialing and state requirements as applicable to housing authorities. Additional training on housing authority-related issues will be provided at the expense of the GHA including but not limited to travel, per diem expenses, and salary of the assigned personnel during such training periods.
- I. The City will provide supervision, control, and direction of work activities and assignments of GPD officers, including disciplinary actions. It is expressly understood that the City shall be responsible for the compensation of GPD officers and all employee benefits, as well as any injury to officers, their property, or the City's property while discharging their duties under this Agreement except as stated elsewhere in this Agreement.
- J. The City assumes responsibility for the defense and liability, if any, of the City, GPD, and their employees against any claim, lawsuit, or other civil action brought as a direct result of the City's providing law enforcement services under this Agreement except as stated elsewhere in this paragraph or this Agreement. In the event an action is filed involving the enforcement of any of the GHA's rules, regulations, policies, guidelines, or directives and where a GPD officer assigned to GHA pursuant to this Agreement, the City, and/or GPD is/are named as a party/as parties, then the GHA assumes responsibility for the defense and liability of the City, GPD, said GPD officer(s), other departments, and their officers and employees involving such claim, lawsuit, or other action brought. Where the claim or action involves mixed allegations against the City, and/or GPD, and/or its officers and/or employees and the GHA, and/or its officers and/or employees, the City, GPD, and/or its officers and



employees shall be responsible for the defense and liability, if any, involving the enforcement or failure to enforce federal or state laws or City ordinances. The GHA shall remain responsible for the defense and liability, if any, involving any GHA rules, policies, guidelines, regulations, or directives.

K. GPD shall designate one of the assigned GPD officers as the GPD Administrative Liaison Officer, who will work in concert with the Executive Director of the GHA, or his designee. The GPD Administrative Liaison Officer as well as the GPD officer(s) assigned pursuant to this Agreement shall remain subject to the directions and instructions of the GPD chain of command and supervisory structure. The City and the GHA agree that all operational procedures, methodologies, and guidelines to implement the services performed shall be governed and administered pursuant to and in accordance with Article IX of this Agreement. Subject to the identified provisions of Article IX of this Agreement, the duties of the GPD Administrative Liaison Officer will include the following duties:

1. Coordinate the dissemination and processing of police and security reports; provide supervisory assistance; and coordinate the resolution of problems with, and the execution of, provisions of this Agreement.
2. Establish and maintain an ongoing line of communication between GPD personnel and GHA staff. The GPD personnel shall keep GHA staff informed of matters relevant to property supervision and the safety of residents, guests, visitors, and GHA personnel in accordance with the North Carolina public records laws.
3. Prepare quarterly reports and provide same to the GHA.
4. Initiate and monitor ongoing lines of communication between the GPD and resident leaders to effectively employ the community-policing concept and to address, in a timely manner, concerns raised by community leaders.
5. Coordinate security workshops and training seminars for identified residents.
6. Provide assistance with, and advice regarding, the planning and implementation of other grant-funded security programs within the GHA.
7. Establish a clearly defined process for reporting non-emergency criminal activities.
8. Coordinate police officers' assignment to targeted areas during specific periods of time as identified by the GHA and agreed upon by the City as high crime or high workload periods.

## **ARTICLE II SERVICES PROVIDED BY THE GHA**

- A. The GHA will provide training for residents, GHA on-site management staff, and the assigned GPD officers with workshops on community policing and crime prevention issues associated with public housing. Such training shall be consistent with the operational procedures identified in Article IX of this Agreement. This shall include, but is not limited to, the following: crime prevention and security responsibilities; community organization/mobilization against the causes of and precursors to crime; drug awareness and control; orientation and familiarization with the public housing communities for the assigned GPD officers; orientation to the lease contract, trespass policy, and other applicable policies of the GHA, as may be amended from time to time; and lease compliance enforcement procedures and policies.
- B. The GHA will provide suitable facilities for police services, as determined by the GHA and consistent with United States Department of Housing and Urban Development ("HUD") regulations, as may be amended from time to time.

- C. The GHA will provide to the GPD supervisors of the assigned GPD Administrative Liaison Officer and other assigned GPD officers, as established and directed by the policies and procedures of the GPD, a quarterly assessment of the performance and operations of the GPD officers under this Agreement.
- D. The GHA has the right to reasonably request the GPD to replace any assigned personnel for reasons such as failure of performance, misconduct, or inability to provide services effectively. The GHA shall provide a written enumeration of the reasons for the request, including documentation of the alleged behavior that is the subject of the request. The request of the GHA shall not be unreasonably withheld.
- E. The GHA will work with the GPD to subsidize housing or rent for GPD officers who volunteer to reside in public housing developments selected by the GHA and consistent with HUD regulations, as may be amended from time to time.
- F. The GHA shall be responsible for hours worked by the assigned GPD officer as provided in Article VIII of this Agreement including overtime and shall promptly pay the City invoices submitted for the services provided by the assigned officer. The City will be responsible for the additional officer as provided by Article VIII of this Agreement. The GHA shall be responsible for any invoices for additional services for both assigned officers requested by the GHA under this Agreement.

### ARTICLE III ENFORCEMENT OF RULES AND REGULATIONS

- A. The City, through the GPD, consistent with Article IX of this Agreement, is authorized to enforce the herein attached *Trespass and Ban Policy of the Housing Authority of the City of Greenville, North Carolina*, which may be amended by the Parties as necessary. The *Trespass and Ban Policy of the Housing Authority of the City of Greenville, North Carolina* is attached and fully incorporated herein as **Attachment 1**.
- B. Nothing contained herein shall be construed as permitting or authorizing GPD officers to use any method or to act in any manner in violation of federal or state law, or of their sworn obligations as GPD officers.

### ARTICLE IV COMMUNICATIONS, REPORTING, AND EVALUATION

- A. Communications.
  - 1. Access to Information—The City agrees that the GHA will have reasonable access to all public information which deals with criminal activity in any of the GHA’s communities. It is further agreed that the GPD will provide to the GHA copies of such incident reports, arrest reports, or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, in accordance with the public records laws of the State of North Carolina. This information will be provided by the GPD at no cost on a regular basis in accordance with specific procedures that have been or will be established and mutually agreed upon by the parties, except where stated otherwise in this Agreement. GHA and its officers, employees, and agents hereby agree to utilize these documents and/or information solely for official purposes and to limit any

distribution and use to only as necessary to defend or prosecute any official action or proceeding related to the GHA's function and duties.

**B. Reporting.**

1. Forms—The GPD will require all assigned GPD officers to complete an activity log and forward a monthly report to the GHA no later than the 15th day of each month. This report will include, but not be limited to, data as follows:
  - a) Hours worked: Foot, bicycle, motorized, other
  - b) Calls/requests for service
  - c) Referrals to City/PHA Agencies
  - d) Vehicle abandoned/towed/stolen
  - e) Drug paraphernalia confiscated/found
  - f) Arrests/citations issued in connection with this Agreement, to include age, sex, ethnicity
  - g) Property recovered/stolen
  - h) Counseling of residents and visitors
  - i) Broken lights/sidewalks
  - j) Weapons violations/seized
2. Media Coordination—GPD will relay to the GHA Executive Director or his designee information related to any major crime or incident that occurs on GHA property as soon as possible, preferably before public dissemination.

**C. Annual Statistical Crime Information Data.**

To the extent feasible, at least twice per year, the City will provide to GHA comparable statistical crime information data for GHA to evaluate what proportion of City-wide criminal activities occur on GHA property. The Parties will communicate and work together to determine the type and scope of data provided.

**ARTICLE V  
INDEMNIFICATION**

The City agrees to hold the GHA, its officers, agents, and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the GPD officers providing services under this Agreement except as stated elsewhere in this paragraph or this Agreement. The GHA assumes responsibility for the defense and liability of the City of Greenville, Police Department, other departments and their employees and agents against any claim, lawsuit, or other action brought as a direct result of the City's providing law enforcement services to enforce any federal, state, or GHA laws, regulations, policies, guidelines, or directives.

**ARTICLE VI  
TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2021, and end on June 30, 2023, subject to the availability of funds. If funds are not sufficient to enforce this Agreement at any time during the period of this Agreement, the parties can agree to continue the Agreement or terminate this Agreement without penalty, cost, or expense.

## **ARTICLE VII TERMINATION**

Either Party may terminate this Agreement, for convenience or for cause, upon thirty (30) days' written notice to the other Party. In the event that the Agreement is terminated, the GHA shall pay the City the outstanding pro rata amount of the Agreement for work performed through the effective date of termination within thirty (30) days of termination. The City shall deliver to the GHA final reports as provided above through the effective date of termination within thirty (30) days of termination. The City shall retain the right to suspend performance under this Agreement or terminate this Agreement for nonpayment for services provided to the GHA by the City pursuant to this Agreement and where such nonpayment is for a period of thirty (30) days or more. Such reservation of right shall not waive any other rights in law or equity or privileges of the City concerning the performance or termination of performance of the terms of this Agreement.

## **ARTICLE VIII COMPENSATION TO THE CITY**

All compensation to the City will be made on a cost reimbursement basis. The GHA will reimburse the City for services specified in this Agreement for the expense incurred by the City. Included in the cost reimbursements, the GHA shall be responsible for payment of the salaries and benefits of one (1) of the two (2) assigned GPD officers in the performance of the services requested pursuant to this Agreement, and for time and material charges incurred by the City in creating databases and preparing additional reports as noted in Article I, paragraph C. and Article IV, paragraph C. Additionally, the GHA shall be responsible for any overtime or extra duty periods of the two (2) assigned GPD officers. The GHA further shall be responsible for payment of training costs as identified in Article I, paragraph H. The City shall be responsible for the salary and benefits of one (1) of the two (2) GPD officers and shall be responsible for the benefits paid to the second officer above the maximum stated below in accordance with the personnel policies and procedures of the City of Greenville; *City of Greenville Personnel Policies*.

The GHA's obligation for reimbursement during the period of this Agreement is a maximum of \$68,060.00 for each year of this Agreement, except for the amount of overtime or extra duty expenses incurred. When the maximum amount of reimbursement for this Agreement period has been reached, the City at its sole discretion may elect to withdraw one (1) of the assigned GPD officers or assume the payments of salary, benefits, overtime, and training for the GPD officer for any portion of the remaining Agreement period.

## **ARTICLE IX OPERATIONAL PROCEDURES**

The following Operational Procedures are designed to implement, guide, and incorporate the operational activities and procedures requested to be performed by the assigned GPD officers including the GPD Administrative Liaison Officer:

- A. **Scheduling and Hours Worked:** The Parties will work together to establish the schedules and working hours of the GPD officers assigned as provided in this Agreement. Schedules, including days and hours worked, holidays, and scheduled days off will be established using past service calls and other records of activity to determine the time periods when police presence is most used or needed. Hours and schedules will be consistent with the Fair Labor Standards Act and the personnel policies and procedures of the City and GPD. The assigned GPD officers, as determined by GPD, will work schedules not to exceed 80 hours in a two-

week period, with each scheduled shift to be of a continuous nature except for meal breaks as provided by GPD policies and practices. The GHA will be responsible for any overtime wages and salary payments for the GPD officers assigned pursuant to this Agreement. The hours worked by the GPD officers shall include time after shifts are completed where the assigned GPD officer continues to perform services for the GHA such as the transport of arrestees/prisoners, report preparation, incident reports, and other work as may be required under this Agreement. The GHA will be responsible for any overtime hours incurred in performing the services requested or required in this Agreement.

- B. **Additional Work:** The City will provide the GHA, in writing, an estimate for time and materials for additional work or services that require the creation of databases in order to provide the additional requested work or services or that require work or services to be performed in addition to the basic salaries of the two (2) assigned GPD officers. After review of the cost estimates, the GHA will notify the City in writing whether it wants the work or services performed. If the GHA desires the additional work to be performed, the notification to the City will include an acceptance of the estimate for time and materials. It is agreed and understood there may be times that the City determines that the special needs of the City and GPD will best be served by temporarily assigning one (1) or more of the assigned GPD officers to additional work or special needs of the City. In the event of such special needs assignment, the City will be responsible for the salary and other benefits of the assigned GPD officers.
- C. **Training:** The City will provide the assigned GPD officers with law enforcement training as required by the State of North Carolina. Any training desired by the GHA relating to housing authority or other related issues will be at the sole expense of the GHA. The GHA will provide travel expenses, course expenses, per diem, and lodging expenses for any GPD officers sent to or requested by GHA to attend such specialized or requested training. Unless otherwise agreed in writing, the time for travel and attendance at such training sessions will be included in the hours worked for each GPD officer attending as provided in Article IX, Paragraph A. of this Agreement.
- D. **Supervision:** It is understood and agreed that the GPD officers assigned to GHA pursuant to this Agreement will report to and are directly responsible to GPD supervisors in their supervisory chain of command. The GHA may not issue instructions or directives that contradict or attempt to override the orders of the City or its employees. In the event of conflicts between the policies or procedures or ordinances of the City and the GHA, the policies or procedures of the City and the ordinances of the City are controlling.
- E. **Equipment:** The City will provide the assigned GPD officers with the equipment and vehicles necessary to perform the services under the Agreement as determined solely by GPD. The equipment shall remain the property of the City. GPD will assign vehicles from its fleet for the performance of services under the Agreement, subject to availability, maintenance, or public safety issues. Additional vehicles may be purchased at the expense of the GHA for use by the assigned GPD officers, subject to the vehicles complying with GPD's vehicle equipment standards, markings, and configurations. The GHA may purchase with its funds bicycles for use by the assigned GPD officers as part of the assigned GPD officers' patrol duties. Such bicycles will conform to the standards, kind, and equipment requirements for bicycles used by GPD. The GHA shall be responsible for payment for required training by the assigned GPD officers before the assigned GPD officers will be permitted to use the bicycles as part of their patrol duties. The GHA, at its own expense, shall purchase bicycle racks to be attached to the vehicles available to the assigned GPD officers for the

performance of duties under this Agreement. Use of bicycles by the assigned GPD officers will conform and comply with GPD standards, scheduling, and use requirements.

- F. **Uniforms:** GPD will provide uniforms for the assigned GPD officers consistent with GPD policies and practices.
- G. **GHA Regulations:** Consistent with operational needs, the assigned GPD officers along with any other sworn GPD officers will be authorized to enforce GHA's *Trespass and Ban Policy of the Housing Authority of the City of Greenville, North Carolina* (the "Trespass Policy"). In accordance with, and pursuant to the Trespass Policy, the GHA hereby authorizes each assigned GPD officer and every sworn GPD officer to serve as an Authorized Person for the purpose of enforcement of the Trespass Policy, and further authorizes the assigned GPD officers and any other sworn GPD officers to complete and/or serve any *Banned Letters* as defined by and pursuant to the Trespass Policy. The GHA further directs and authorizes the assigned GPD officers or other sworn GPD officers to issue citations up to and including arrest of individuals for Trespass violations, as defined by and pursuant to the Trespass Policy, such as refusing to leave after being directed to do so, or be found on or upon GHA Property after being directed not to enter and/or remain on or upon GHA Property. If a GPD officer, other than the assigned GPD officers under this Agreement, is involved in any administrative or civil proceeding involving a GHA resident, GPD is authorized to substitute GPD officer statements and reports in lieu of presence of the GPD officer.
- H. **Administrative Space:** The GHA, at no cost to the City, shall provide administrative office space, furniture, equipment, telephones, and supplies necessary for the assigned GPD officers under this Agreement to prepare GHA reports or other documentation, communications, and information necessary to perform this Agreement. The GPD will supply the officers with computers necessary to complete their assigned duties.
- I. **Billing:**
1. The month following the services provided under this Agreement, GPD's designated billing department will invoice the GHA for the periods of assignment worked by each GPD officer for the preceding month. The GHA shall provide a copy of the hours worked to the designated GPD program coordinator for record keeping purposes. GPD will forward a copy of the record of hours worked to the City's Financial Services Department. The City shall be responsible for all withholding taxes including but not limited to federal and state income, social security and Medicare and any benefits elected and paid to any assigned GPD officer under this Agreement. The City shall be responsible for the preparation, filing, and provision to the assigned GPD officers of any W-2 forms for any services performed during a tax year. The GHA shall be responsible for the payment only for those hours and services performed by the assigned GPD officers on the dates requested.
  2. In the event the GHA requests the City to provide additional GPD officers beyond the GPD officers assigned under the Agreement, the City may decline such request where the operational needs and available on-duty manpower would create a concern for public safety and welfare. In such event, the GHA may request the use of off-duty GPD officers under a separate off-duty agreement at such rates prescribed in the off-duty agreement, if such GPD officers are available. Off-duty GPD officers employed under a separate off-duty agreement will be billed separately from the billing for the

GPD officers assigned pursuant to the Agreement and will be paid promptly by the GHA.

## **ARTICLE X NOTICES**

Any notices required pursuant to the terms of this Agreement shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

GHA: Greenville Housing Authority  
Attn: Executive Director  
PO Box 1426  
Greenville, NC 27835-1426

City: City of Greenville  
Attn: Chief, Greenville Police Department  
PO Box 7207  
Greenville, NC 27835-7207

## **ARTICLE XI CONSTRUCTION OF LAWS**

This Agreement is made and entered into in the City of Greenville, North Carolina. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of North Carolina.

## **ARTICLE XII AMENDMENT OF AGREEMENT**

The Parties agree this Agreement may be amended, but such amendment must be in writing and executed in duplicate originals by persons with authority to bind the Parties.

## **ARTICLE XIII E-VERIFY COMPLIANCE**

The City shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the City utilizes a subcontractor, the City shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The City represents that the City and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The GHA shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the GHA utilizes a subcontractor, the GHA shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The GHA represents that the GHA and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

## **ARTICLE XIV ENTIRE AGREEMENT**

This Agreement shall consist of the following component parts:

- a) This Agreement; and
- b) *Trespass and Ban Policy of the Housing Authority of the City of Greenville, North Carolina (Attachment 1).*

This Agreement exceeds \$25,000.00, and an Annual Audit under the Single Audit Act is required.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, in duplicate originals, the day and year first above written.

**Housing Authority of the City of Greenville, North Carolina**

\_\_\_\_\_  
Wayman A. Williams, Executive Director/CEO

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Procurement Officer/Contract Administrator

Date: \_\_\_\_\_

**City of Greenville**

**Greenville Police Department**

\_\_\_\_\_  
Ann E. Wall, City Manager

\_\_\_\_\_  
Mark R. Holtzman, Chief of Police

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk

Date: \_\_\_\_\_

(Signatures Continue on Next Page)



**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
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, Director of Financial Services

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

# **ATTACHMENT 1**

## **Trespass and Ban Policy of The Housing Authority of the City of Greenville, North Carolina**

**Trespass and Ban Policy**  
**of**  
**The Housing Authority of the City of Greenville, North Carolina**

**I. PURPOSE.**

The Housing Authority of the City of Greenville, North Carolina (“GHA”) has adopted this Trespass and Ban policy (the “Policy”) in an effort to enhance the safety and security of its properties within the City of Greenville (“City”). The purpose of the Policy is to provide a written procedure for banning persons, who have engaged in activities that threaten the health, safety, and/or right to peaceful enjoyment of GHA’s properties.

**II. DEFINITIONS.**

Unless otherwise specifically defined herein, the following terms wherever used herein, whether capitalized or not, shall have the following meanings:

- A. **City:** The City of Greenville, a municipal corporation in the State of North Carolina.
- B. **GPD:** The City of Greenville Police Department.
- C. **Policy:** This document; the *Trespass and Ban Policy of the Housing Authority of the City of Greenville, North Carolina*.
- D. **Trespass:** For the purpose of this Policy, in accordance with Chapter 14, Article 22B of the North Carolina General Statutes (N.C.G.S. § 14-159.11 to N.C.G.S. § 14-159.19), Trespass is defined as follows:
  - 1. **First degree trespass:** A person commits the offense of first degree trespass if, without authorization, he or she enters or remains:
    - a. On the premises of another so enclosed or secured as to demonstrate clearly an intent to keep out intruders; or
    - b. In a building of another.
  - 2. **Second degree trespass:** A person commits the offense of second degree trespass if, without authorization, he or she enters or remains on premises of another:
    - a. After having been notified not to enter or remain there by the owner, by a person in charge of the premises, by a lawful occupant, or by another authorized person; or
    - b. That are posted, in a manner reasonably likely to come to the attention of intruders, with notice not to enter the premises.

To the extent there is a conflict with the definition of Trespass as found in this Policy and the provisions of Chapter 14, Article 22B of the North Carolina General Statutes, the language of Chapter 14, Article 22B of the North Carolina General Statutes shall control.

- E. **Banned Person:** A person who has been banned and is consequently lawfully prohibited from entering and/or remaining on GHA Property as designated in the *Banned Letter* and otherwise in accordance with the Policy.
- F. **Banned Persons:** Persons who have been banned and are consequently lawfully prohibited from entering and/or remaining on GHA Property as designated in the *Banned Letter* and otherwise in accordance with the Policy.
- G. **GHA:** The Housing Authority of the City of Greenville, North Carolina.
- H. **GHA Property:** The properties owned and maintained by GHA. GHA Property is private property. GHA Property includes, but is not limited to, the buildings, and parks within the GHA communities, the common areas, and parking lots within the properties owned by GHA. Signs have been posted on GHA Property that clearly identify the property as private property.
- I. **Designated Individual:** A GHA resident, and/or his or her household member, and/or authorized visitor and/or guest, and/or GHA employee, staff member, commissioner, representative, agent, contractor, and/or law enforcement official carrying out official GHA or law enforcement business.
- J. **Designated Individuals:** GHA residents, and/or their household members, and/or authorized visitors and/or guests, and/or GHA employees, staff, commissioners, representatives, agents, contractors, and/or law enforcement officials carrying out official GHA or law enforcement business.
- K. **Banned List:** The list of all Banned Persons which includes the corresponding Banned Area for each Banned Person as created, kept, maintained, and updated by GHA for use in accordance with this Policy.
- L. **Habitual Trespasser:** A Banned Person, who has been charged with three (3) or more subsequent Trespass violations while on the *Banned List*.
- M. **Authorized Person:** A GHA employee, staff member, commissioner, representative, agent, contractor, and/or a law enforcement officer carrying out official GHA or law enforcement business who is authorized to act for or on behalf of GHA to notify a person in violation of this Policy that the person is not to enter or remain at or upon GHA Property thereby banning the person from GHA Property as designated by the Authorized Person and in accordance with this Policy.
- N. **Banned Period:** The period of time in which a Banned Person is prohibited from entering and/or remaining at and upon the Banned Area in accordance with this Policy and as determined and documented by the Authorized Person in the *Banned Letter* or the Final Decision of the GHA Executive Director following an appeal after receipt of a *Banned Letter* in accordance with this Policy.
- O. **Banned Area:** The defined area of GHA Property at and upon which a Banned Person is lawfully prohibited from entering and/or remaining as designated by an Authorized Person and as stated in the *Banned Letter* which shall either be one of the following:

1. Any and/or all GHA Property; or
  2. Any and/or all GHA Property except for the Banned Person's residential unit and specific GHA community in which the Banned Person resides.
- P. **Banned Letter:** The GHA *Trespass Notification and Banned Letter* that is completed and sent by the Authorized Person to the Banned Person in accordance with this Policy.

### III. **PROCEDURE.**

- A. **Only Designated Individuals are Allowed on GHA Property.** Entrance to GHA Property is restricted to Designated Individuals.
- B. **Persons Subject to Trespass and Banning.** Any person who has engaged in activities that threaten the health, safety, and/or right to peaceful enjoyment of a Designated Individual may be prohibited from entering and/or remaining on certain and/or all GHA Property in accordance with this Policy. Examples of persons who may be banned from GHA Property include, but are not limited to, the following:
1. A person who engages in a verbal or physical confrontation with any Designated Individual while on GHA Property.
  2. A person who engages in any drug related criminal activity on or off GHA Property.
  3. A person who engages in any criminal activity that threatens the health, safety, and/or right to peaceful enjoyment.
  4. A person who engages in any violence or threatened violence against any Designated Individual. (This includes domestic violence as described in Chapter 50B of the North Carolina General Statutes).
  5. A person who engages in criminal activity in which a weapon, deadly weapon, or item that could be used as a weapon was used, or threatened to be used, or any activity that resulted in physical injury to any person.
  6. A person who damages, destroys, vandalizes, defaces, or otherwise reduces the value of the real and/or personal property of a Designated Individual, or other member of the public.
  7. A person who engages in any illegal behavior involving firearms or other deadly weapon, including, but not limited to unlawful possession, concealment, or use of a said firearm or deadly weapon.
  8. A person who commits a public nuisance, and/or disorderly, lewd, or lascivious conduct upon GHA Property.
  9. A person who loiters, or otherwise fails to have any legal business, on GHA Property.
  10. A person who causes significant littering on GHA Property.

11. A person who engages in any illegal behavior involving motor vehicles and/or other vehicles, including, but not limited to, excessive speed, reckless driving, joy riding, destruction, and/or theft.
12. A person who engages in any gang-related activity, including, but not limited to, grouping, or using hand signals, gestures, and/or clothing to show gang affiliation for the purpose of threatening or intimidating rival gangs, a rival gang member, rival gang members, or any Designated Individuals.
13. A person who has been banned from GHA Property, but is subsequently found on GHA Property while on the *Banned List*.
14. A person who as a result of conviction and placed on probation or as a condition for any deferred prosecution or judgment continued or other action tantamount to a finding of guilt or who as a condition of release before trial is prohibited from being found on GHA Property during the period of probation, deferred action, or judgment continued is found on GHA Property.
15. A person who is a Habitual Trespasser.

C. **Trespass Determination and the issuance of a *Banned Letter* by Authorized Person.** As determined by an Authorized Person, an individual who has engaged in an activity that threatens the health, safety, and/or right to peaceful enjoyment, as discussed in Section III.B. above, may be banned by the Authorized Person from entering and/or remaining on GHA Property.

1. The Authorized Person may notify the Banned Person orally and/or in writing of the Banned Person's designation as a Banned Person.
2. Although North Carolina law **does not require** that the Banned Person sign or receive any documentation for the Trespass and/or ban to be legally effective or binding, following the Authorized Person's determination to ban a person from GHA Property, a GHA *Banned Letter* shall be completed in triplicate by an Authorized Person. An Authorized Person will make a reasonable effort but is not required to deliver the *Banned Letter* to the Banned Person. Distribution of the *Banned Letter* shall be as follows:

**Distribution of the *Banned Letter***

White copy:	Pitt County Clerk of Superior Court
Yellow copy:	Greenville Police Department
Pink copy:	GHA Central Office
Gold copy:	Banned Person

A photograph of the Banned Person (if available) may be maintained by GHA and used by GHA and GPD for Trespass enforcement purposes. The *Banned Letter* shall serve as notice that the Banned Person shall not enter and/or remain upon the Banned Area as designated in the *Banned Letter* and that the Banned Person may appeal the Authorized Person's determination in accordance with Section IV. below.

- a. In the event that the Banned Person is a juvenile, an Authorized Person will make a reasonable effort but is not required to deliver the *Banned Letter* to the Banned Person’s parent, guardian, or legal custodian.
- b. The Authorized Person shall make a reasonable effort to include the following information in the *Banned Letter*:
  - 1) The date of the *Banned Letter*;
  - 2) The full name, address, email address, and telephone number of the Banned Person;
  - 3) A description of the Banned Person, including but not limited to such information as birth date, social security number, and driver’s license or other special identification number;
  - 4) The resident/non-resident status of the Banned Person;
  - 5) The GHA Property including the development or location upon which the underlying incident or offense at issue occurred;
  - 6) The date, time, and place the Banned Person was encountered for the underlying incident or offense at issue;
  - 7) The reason that the Banned Person is banned;
  - 8) The applicable Banned Area (e.g. “Any and/or all GHA Property.”);
  - 9) The applicable Banned Period (e.g. “One (1) Year from the date of this *Banned Letter*.”);
  - 10) A notification regarding the Banned Person’s right to appeal and procedure for the appeal;
  - 11) The date the *Banned Letter* is delivered to the Banned Person;
  - 12) The name and signature of the Authorized Person banning the Banned Person and issuing the *Banned Letter*.

D. **Issuance of a Banned Letter Following Lease Termination Proceeding.** Notwithstanding the provisions of Section III.C. above, during a lease termination proceeding, a GHA resident and/or his or her household member and/or household members may be banned from any and all GHA Property or any and all GHA Property except for his/her/their residential unit and GHA community in which he/she/they reside(s), as determined by GHA. At the conclusion of the lease termination proceeding, GHA, in its sole authority and discretion, will determine if the GHA resident and/or his or her household member and/or household members should be banned from all GHA Property or whether the GHA resident and/or his or her household member and/or household members should be banned from any and all GHA Property except for his/her/their residential unit and GHA community in which he/she/they reside(s). In either case, GHA shall issue a *Banned Letter* in accordance with Section III.C. above.

- E. **The Banned List.** The names of all Banned Persons and the corresponding Banned Areas for each Banned Person shall be placed on GHA's *Banned List* which shall be updated quarterly or as often as determined by the GHA Executive Director. The *Banned List* shall be distributed to: 1) GPD; 2) all law enforcement officers working as agents for GHA; 3) all GHA property managers; and 4) GHA residents through newsletters or other mailings. Additionally, the *Banned List* shall be posted at each of the public housing developments and at GHA's main office.
- F. **Duties of Residents and Household Members.** GHA residents and household members shall take all reasonable steps to exclude Banned Persons from the Banned Areas as designated in the *Banned Letter* and *Banned List*, as required by the dwelling lease. Such reasonable steps include, but are not limited to, the resident and/or household member notifying the GHA Property Manager and/or GPD if a Banned Person is seen at or upon, GHA Property or the resident or household member's dwelling unit. If it is determined that a resident or household member invites, facilitates, or permits a Banned Person to enter and/or remain upon GHA Property, the resident and/or household member will be in violation of the dwelling lease.
- G. **Trespass after Being Banned.** In the event a Banned Person is observed upon GHA Property by a GHA employee, staff member, commissioner, representative, agent, or contractor authorized to act for or on behalf of GHA, the GHA employee, staff member, commissioner, representative, agent, or contractor authorized to act for or on behalf of GHA should contact GPD for assistance. In the event that a member of GPD is unavailable, the GHA employee, staff member, commissioner, representative, agent, or contractor authorized to act for or on behalf of GHA, the GHA employee, staff member, commissioner, representative, agent, or contractor authorized to act for or on behalf of GHA can seek criminal process for Trespass with the Magistrate of Pitt County in accordance with the provisions of Chapter 15A, Article 17 of the North Carolina General Statutes. The GHA employee, staff member, commissioner, representative, agent, or contractor authorized to act for or on behalf of GHA will be required to attest by written affidavit to the time, date, and location in which the Banned Person was observed on GHA Property and other circumstances as may be required for the issuance of criminal process for Trespass against the Banned Person.

#### IV. APPEAL PROCESS.

Upon receipt of the *Banned Letter* or first notification of being banned by an Authorized Person, the Banned Person may request a hearing to remove the Banned Person from the GHA *Banned List*. In the case where the Banned Person is a juvenile, the parent, guardian, or legal custodian may request a hearing to remove the banned juvenile from the GHA *Banned List*. Unless determined otherwise by written decision of the GHA Executive Director, during the period of the appeal, the Banned Person shall remain on the *Banned List*.

- A. **Requesting the Appeal.** A request for an appeal of GHA's determination that the individual should be banned must be submitted in writing to the GHA Executive Director and received by the GHA Executive Director within ten (10) days following the issuance of the *Banned Letter*. Unless waived in the sole discretion of the GHA Executive Director, if the appealing party fails to properly or timely submit the request for an appeal, the appeal will be dismissed and the determination as found in the *Banned Letter* shall remain in effect and be converted to a final decision as issued by the GHA Executive Director. The GHA Executive Director's



final decision shall be provided to the appealing party within a reasonable time and a copy shall also be delivered to the Property Manager of the GHA development where the underlying offensive conduct, actions, and/or activity occurred.

- B. **Scheduling the Appeal Hearing.** Once the GHA Executive Director determines that the request for an appeal is properly and timely submitted to GHA, within a reasonable amount of time thereafter, GHA will provide the appealing party with notification of the date, time, and place of the appeal hearing.
- C. **Appealing Party's Required Pre-Hearing Documents.** No later than five (5) days prior to the scheduled hearing date, the appealing party shall provide to the GHA Executive Director the following documents in support of the appeal:
1. A current certified copy of the Banned Person's criminal history;
  2. A list of the Banned Person's current and previous home addresses; and
  3. Any relevant documents in support of the appeal including the name, address, and telephone number of the appealing party's attorney, if applicable, and a list of the names, addresses, and telephone numbers of all witnesses the appealing party plans to call at the hearing.

Should the appealing party fail to properly or timely provide the GHA Executive Director with the above-referenced documents in support of the appeal, the appeal shall be dismissed and the determination as found in the *Banned Letter* shall remain in effect and be converted to a final decision as issued by the GHA Executive Director. The GHA Executive Director's final decision shall be provided to the appealing party within a reasonable time and a copy shall also be delivered to the Property Manager of the GHA development where the underlying offensive conduct, actions, and/or activity occurred.

- D. **The Appeal Hearing.** The Hearing Officer shall be the GHA Executive Director, who will review each appeal and conduct a hearing giving all interested parties an opportunity to be heard. Should the appealing party fail to appear at the hearing, the appeal will be dismissed and the determination as found in the *Banned Letter* shall remain in effect and be converted to a final decision as issued by the GHA Executive Director.
- E. **Final Decision by GHA Executive Director Following Hearing.** Following the hearing, the GHA Executive Director shall make a written final decision as to whether the determination as found in the *Banned Letter* shall be upheld or overturned. If the GHA Executive Director decides to overturn the GHA determination that the individual should be banned, thereby requiring the removal of the Banned Person from the *Banned List*, the GHA Executive Director may remove the Banned Person from the *Banned List* immediately or for a probationary period of one (1) year. The GHA Executive Director's final decision shall be provided to the appealing party within a reasonable time following the hearing. A copy of the GHA Executive Director's final decision shall also be delivered to the Property Manager of the GHA development where the underlying offensive conduct, actions, and/or activity occurred.
- F. **The Banned Period.** Unless overturned by the GHA Executive Director in the GHA Executive Director's final decision following an appeal and hearing, the Banned Person shall be banned from the Banned Area as designated in the *Banned Letter* for the Banned Period as

specified in the *Banned Letter*, but in any event for at least one (1) year beginning on the date of the *Banned Letter*. The following is a list of several offenses and their corresponding banning period that Banned Persons shall be banned prior to submitting to the GHA Executive Director a written request for removal from the *Banned List*. Depending on the circumstances, and in the sole discretion of the GHA Executive Director, GHA may lengthen or shorten the following Banned Periods:

<b>Offense</b>	<b>Banned Period</b>
Eviction from GHA Property:	1 year
Verbal or physical confrontation:	1 year
Damage to property in excess of \$500.00:	1 year
Conviction of a subsequent Trespass while on the <i>Banned List</i> :	1 year (upon expiration of the current ban period)
Trespass as a violation of a condition of probation, parole, deferred prosecution, judgment continued, or pretrial release:	1 year (upon expiration of the current ban period)
Violence or threat of violence:	2 years
Drug related criminal activity on or off GHA Property:	5 years
Criminal activity that threatens the health, safety, and/or right to peaceful enjoyment:	5 years
Criminal activity involving the use or threatened use of a weapon or item that could be used as a weapon:	5 years
A person charged with subsequent Trespass and who has been administratively determined to be a Habitual Trespasser and is convicted of a third or subsequent Trespass violation while on the <i>Banned List</i> :	Lifetime (may apply for reinstatement after 10 years if no further violations)
Sex offense subject to lifetime registration:	Lifetime
Trafficking and/or selling drugs on or off the GHA Property:	Lifetime (may apply for reinstatement after 10 years with no additional criminal activity during the 10 year period)

- G. **Restrictive Visitation.** In extenuating circumstances and for good cause shown, the GHA Executive Director may permit Banned Persons to enter certain GHA Property under restrictive visitation conditions. Examples of extenuating circumstances include, but are not limited to, a Banned Person visiting his/her child or ailing family member who resides upon GHA Property, assisting a family member with a move from GHA Property, etc. In the sole discretion of GHA Executive Director, and subject to the conditions as imposed by the GHA Executive Director, the Banned Person may be permitted to enter certain specified GHA Property during normal business hours may be required to check in and out with the applicable GHA Property Manager, and/or may be subject to other restrictive conditions as determined by the GHA Executive Director.

V. **REMOVAL FROM THE BANNED LIST.**

Persons listed on the *Banned List* may not be removed from the *Banned List* by anyone except by approval by the GHA Executive Director.

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## **COMMON AREAS**

The following rules and regulations apply to all property owned, leased, or managed by the Housing Authority of the City of Greenville, North Carolina (“GHA”).

### **NO ONE MAY:**

1. **Enter the property at any time unless he or she is:**
  - A GHA resident, household member, authorized visitor, or guest;
  - A GHA employee, staff member, commissioner, representative, agent, contractor; or
  - A law enforcement official carrying out official GHA or law enforcement business.
2. **Consume any alcoholic beverage at or upon any GHA common area.**
3. **Between 10:00 p.m. and 8:00 a.m.**
  - Enter or use any GHA playground, recreational area, or park; or
  - Congregate outdoors with others in any GHA common area, except in:
    - = A GHA resident’s own yard; or
    - = The yard of a resident who is present with the visiting person(s).
4. **Stand, sit, or walk on or across any electrical transformer, wall, or fence.**
5. **Create a nuisance or otherwise unreasonably disturb the right to quiet enjoyment of the property, such as conduct that:**
  - Is loud or disorderly;
  - Impedes vehicular or pedestrian traffic, or
  - Threatens or intimidates others.
6. **Engage in any illegal activity.**
7. **Sell or solicit for sale without a permit from the City of Greenville, or sell or solicit for sale between 10:00 p.m. and 8:00a.m. even with a permit.**

### **NOTICE:**

**A violation of any of these rules will be considered a serious violation of the GHA resident’s lease, and may also be grounds for criminal charges against a resident or nonresident under applicable law, including Trespass and disorderly conduct statutes.**

**As used in these rules:**

- A. **Common Area** means any part of a GHA development that is not leased, which is used for the exclusive use and occupancy of a GHA resident, his/her household members, and his/her guests and visitors, including any parking lot, park, playground, recreational area, sidewalk, or yard (as defined below).
- B. **Yard** means the outside area adjacent to an GHA apartment unit, including any patio or porch, which area:
1. Is intended to serve as personal space for a GHA resident,, his/her household members, and his/her guests and visitors, and
  2. Is typically bounded by other yards and sidewalks providing access to more than one apartment.

If any question arises concerning the boundaries of a resident’s “yard” the Property Manager of the GHA development will, upon request, identify the boundaries.

**NOTICE TO NON-RESIDENTS AND VISITORS TO THESE  
PREMISES**

YOU WILL BE CONSIDERED A **TRESPASSER** AND SUBJECT TO **ARREST AND PROSECUTION WITHOUT FURTHER NOTICE IF ANY** OF THE FOLLOWING APPLIES TO YOU:

1. YOU ARE **NOT AN AUTHORIZED GUEST** OR VISITOR OF A RESIDENT OR EMPLOYEE OF THE HOUSING AUTHORITY OF THE CITY OF GREENVILLE, NORTH CAROLINA (“GHA”).
2. YOU ENGAGE IN ANY ILLEGAL ACTIVITY.
3. YOU CONSUME ANY **ALCOHOLIC** BEVERAGE EXCEPT WITHIN A RESIDENT’S HOME.
4. YOU WALK OR STAND ON ANY RESIDENT’S YARD WITHOUT THE RESIDENT’S PERMISSION AND RESIDENT’S PRESENCE.
5. YOU SIT ON OR DISTURB ANY POWER TRANSFORMER.
6. YOU DRIVE A VEHICLE ON ANY YARD OR COMMON AREA, OR PARK IN ANY AREA NOT DESIGNATED FOR PARKING.
7. YOU MAKE MAJOR REPAIRS OR WASH A VEHICLE ON GHA PROPERTY.
8. YOU USE THE PLAYGROUNDS OR PARKS BEFORE **8:00 AM** OR AFTER **10:00 PM**.
9. YOU SELL OR SOLICIT FOR SALE WITHOUT A PERMIT FROM THE CITY, OR YOU SELL OR SOLICIT BEFORE **8:00 AM** OR AFTER **10:00 PM**, EVEN WITH A PERMIT.
10. YOU ENGAGE IN ACTIVITIES THAT THREATEN THE HEALTH, SAFETY, AND/OR RIGHT TO PEACEFUL ENJOYMENT OF GHA RESIDENTS, HOUSEHOLD MEMBERS, AUTHORIZED VISITORS, OR GUESTS, OR GHA EMPLOYEES, STAFF, OR AGENTS AS DETERMINED BY GHA.



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Contract award for the 2021 Stormwater Pipe Rehabilitation Project

**Explanation:** The 2021 Stormwater Pipe Rehabilitation Project was advertised for bids on May 3, 2021, with the bid opening scheduled for May 18, 2021. Only two bids were received. Per State statute, staff rejected the two bids received and scheduled a second bid opening for May 26, 2021. Three bids were received, with the lowest responsible, responsive bid submitted by Nu-Pipe, LLC of Mount Pleasant, SC, in the base bid amount of \$329,477.63. Three bid alternates for similar work at additional sites were also included in the advertisement. Staff has elected to do the additional work for alternate bid 1. The bid price for the alternate bid one is \$49,929.00.

The contract provides for cast in place lining and spin cast maintenance of underground existing pipes systems in Greenville. The contract, bid summary and list of the project locations are attached.

**Fiscal Note:** The proposed budget for the 2021 Stormwater Pipe Rehabilitation Project, including a 15% contingency, is \$447,656.63. This contract will be funded through the Stormwater Utility Fund as approved by City Council.

**Recommendation:** City Council award the contract for the 2021 Stormwater Pipe Rehabilitation Project to Nu-Pipe, LLC of Mount Pleasant, SC for the base bid and alternate one in the amount of \$379,406.63 and a 15% contingency for a total of \$447,656.63.

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## ATTACHMENTS

-  [bid tab.pdf](#)
-  [list of projects.pdf](#)
-  [2021\\_SW Rehab\\_CONTRACT.pdf](#)

**2021 Stormwater Rehabilitation Project**

**BID SUMMARY SHEET**

**City of Greenville, North Carolina**

**Engineering Division**

**Bid Opening: May 26, 2020 @ 10:00 a.m.**

Contractor	Rec'd Addendum 1 & 2		5% Bid Bond		M/WBE Submitted		NCA Form Submitted		Total Base Bid
	Yes	No	Yes	No	Yes	No	Yes	No	
Spiniello	✓		✓		✓		✓		\$641,347.00
Granite inliner	✓		✓		✓		✓		\$395,338.00
Nu-Pipe	✓		✓		✓		✓		\$329,477.63

GFE  
GFE  
GFE



**STREET LISTING/ESTIMATES FOR PIPE LINING – BASE BID**

Street Name	From – To	Pipe Segment	CIPP Size	LF
116 Jarvis St.	N/A	3636PPE14970	36"	177
Davis St.	Fairfax Ave – W. 3 <sup>rd</sup> St	1818PPE9579, 1818PPE9580, 1818PPE9582	18"	610
S Meade St.	2 <sup>nd</sup> St. – 3 <sup>rd</sup> St.	1818PPE8876	18"	398
*Leighton Dr.	2013 Leighton Dr. – 1901 Leighton Dr.	3636PPE3881, 3636PPE3880, 3636PPE3879, 3636PPE3878	36"	797

\*Location to be Spincast, not CIPP.

**STREET LISTING/ESTIMATES FOR CIPP – ALTERNATE 1**

Street Name	From – To	Pipe Segment	CIPP Size	LF
Leighton Dr.	2000 Leighton Dr. – 2112 Leighton Dr.	1818PPE1967	18"	366

**STREET LISTING/ESTIMATES FOR STORMWATER PIPE REHABILITATION  
 SPINCAST – ALTERNATE 2**

Street Name	From – To	Pipe Segment	SPINCAST Size	LF
Mill Creek	821 Megan Dr. – 745 Megan Dr.	4848PPE8247, 4848PPE8283	48"	536

**STREET LISTING/ESTIMATES FOR STORMWATER PIPE REHABILITATION –  
 ALTERNATE 3**

Street Name	From – To	Pipe Segment	CIPP Size	LF
W. 2 <sup>nd</sup> St.	Evans St. – S. Greene St.	1818PPE10932, 1818PPE10923, 1818PPE10921, 1818PPE10920	18"	614

PROPOSALS, CONTRACT FORMS  
and SPECIFICATIONS  
for  
2021 STORMWATER PIPE REHABILITATION  
PROJECT

PROJECT NUMBER: ENG-2021-004



*Find yourself in good company*

CITY OF GREENVILLE, NC  
ENGINEERING DEPARTMENT  
1500 BEATTY STREET  
GREENVILLE, NC 27834  
252-329-4467

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**ADVERTISEMENT FOR BIDDERS  
GREENVILLE, NORTH CAROLINA**

Sealed bids are invited and will be received by the City of Greenville Engineering Department, 1500 Beatty Street, Greenville, NC 27834 until 10:00 a.m. local time on **Tuesday, May 18<sup>th</sup>, 2021**, and immediately thereafter the sealed bids will be publicly opened and read for furnishing and constructing the following facilities:

**2021 STORMWATER PIPE REHABILITATION Project**

Bids must be submitted on the complete project. Bids must be enclosed in a sealed envelope, addressed to the City of Greenville, and the outside of the envelope must be marked "2021 STORMWATER PIPE REHABILITATION Project, Greenville, North Carolina" along with the name, address, and license number of the Bidder. All bids must be made on blank forms provided and included in the bound document or provided through subsequent addenda.

The Project will consist of approximately 1982 Linear Feet of existing pipe to be cured in place or spincast lining at various locations. The Project also includes CCTV pre & post inspection of pipe networks on several streets, along with 10 storm structure rehabilitations. The Contractor will install improvements on City of Greenville ROW and follow City of Greenville standard procedures provided below. This project will include a base bid along with 3 bid alternates. Alternates may or may not be awarded.

**Each bid must be accompanied by cash or a certified check, drawn on a bank of trust company authorized to do business in North Carolina, payable to the City of Greenville in an amount at least equal to five percent (5%) of the total amount of the bid, as a guarantee that a contract will be entered into. In lieu of cash or a certified check, the Bidder may submit a bid bond in the form prescribed in G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.**

**Each bid proposal must be accompanied by all appropriate forms and documentation to be considered responsive, including applicable Minority and Women Owned Business forms.**

Sales tax may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax, from which the City of Greenville is exempt.

Contractors are notified that legislative acts relating to licensing of contractors will be observed in receiving bids and awarding contracts. Firms submitting a proposal are attesting that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

**E-Verify Compliance:** The Bidder shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Bidder furnishes services, programs or goods to the City

utilizing a subcontractor, the Bidder shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Bidder represents that the Bidder and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Minority and Women Owned Firms are encouraged to submit proposals. Please note that as of July 1, 2009, the City of Greenville only accepts State-certified HUB contractors to fulfill the M/WBE requirements for City funded projects.

A Pre-Bid Conference will be held at the City of Greenville's Public Works Department, 1500 Beatty Street, Greenville, North Carolina on **Tuesday, May 11<sup>th</sup>, 2021 at 2:00 p.m.** local time for all interested contractors, subcontractors, and materials suppliers.

From Tuesday, May 4<sup>th</sup>, 2021 until the date of bid opening, plans and specifications will be on file and may be examined during normal office hours at City of Greenville Engineering Department. Digital copies of bid documents will be available for downloading at no cost from the City of Greenville's website by visiting <http://www.greenvillenc.gov/government/financial-services/current-bid-opportunities> Should there be any questions, please contact Brandon Rountree, Civil Engineer 1, at (252) 329-4474 or [brountree@greenvillenc.gov](mailto:brountree@greenvillenc.gov).

The Successful Bidder will be required to provide a ***Performance and Payment Bond*** in the total aggregate penal sum equal to the total Contract Sum to complete all work established in the specifications.

The right is reserved to reject any or all bids, to waive informalities, and to award contract or contracts which, in the opinion of the Owner, appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the opening thereof. Bid Tabulation Sheets will be mailed to all bona fide bidders.

City of Greenville  
Public Works Department  
Engineering Division  
1500 Beatty Street  
P.O. Box 7207  
Greenville, NC 27835-7207  
Brandon Rountree  
Civil Engineer I  
Telephone: (252) 329-4474  
Email: BRountree@greenvillenc.gov

or Denisha Harris  
Purchasing Manager  
City of Greenville, NC  
Telephone: (252) 329-4862  
Fax: (252) 329-4464  
Email: dharris@greenvillenc.gov

## INSTRUCTION TO BIDDERS

### 1. Defined Terms

Terms used in these Instructions to Bidders that are defined in the Standard General Conditions of the Construction Contract (2007 Edition) have the meanings assigned to them in the General Conditions.

**Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.**

- 1.1.1 Bidder – one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.1.2 Issuing Office – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.1.3 Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on basis of Owner’s evaluation as hereinafter provided) makes an award.
- 1.1.4 Owner – the City of Greenville, NC.
- 1.1.5 Engineer – The Public Works Department, Engineering Division, of the City of Greenville.

### 2. Copies of Bidding Documents

- 2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 3. Qualifications of Bidders

- 3.1 To demonstrate Bidder’s qualifications to perform the Work prior to award, within five days of Owner’s request, Bidder shall submit written evidence which shall include, but not be limited to, the following:
  - 3.1.1 Official name of Bidder and length of time the organization has been in business under present name.
  - 3.1.2 Address and phone numbers of company office that will manage the Project if different than that provided in the Bid.
  - 3.1.3 Officers of the company. Name and resume of designated project manager and field superintendent. Number of regular employees of the organization.

- 3.1.4 Financial statements of the Bidder's company for the last three years including assets, liabilities, and other information requested by Owner to establish the Bidder's financial capability to complete the Project. The Bidder must also provide the names, addresses, and telephone numbers for at least two (2) major equipment suppliers, two (2) major material suppliers, and two (2) major subcontractors that the Owner may contact as financial references of the Bidder. Record of failure to honor contractual commitments, consistent non-payment or payment not completed in a timely manner, and/or unfavorable references will be grounds for the Owner to disqualify the Bidder.
- 3.1.5 Name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
- 3.1.6 Past experience on similar type and size projects within the past five (5) years, in the state for which this Project is to be constructed. Information shall include the names of the projects with brief descriptions, contact names and phone numbers of owners and engineers familiar with the listed projects, schedule contract time and actual completion time, original and final contract price (include brief explanation of cost overruns and change orders), and subcontractors used on the projects. Evidence of the lack of experience on similar type and size projects, consistently unfavorable interviews with owners and engineers for the projects, a consistent record of not completing the work on schedule, a record of substantial claims for change orders (all evaluations based upon interviews with the listed contact names), will be grounds for the Owner to disqualify the Bidder.
- 3.1.7 A list of all projects the Bidder will have under construction and/or commitment to at the time of the anticipated Notice to Proceed (assume 60 days from the Bid date). This list shall include a complete description of each project including the type, size, structures, major equipment items, and contract amount. This list shall identify the office(s) from which these projects are being coordinated, managed, and staffed. The list shall also identify the number of personnel staffed for each project, along with the total number of personnel for the Bidder's corporation. Evidence that the Bidder is or will be "over-extended" during the Contract Time for this Project will be considered grounds for the Owner to disqualify the Bidder.
- 3.1.8 A list of all subcontractors and suppliers expected to be utilized on this Project. The list shall include past project experience of the subcontractors and suppliers for similar type and size projects. Include contact names and telephone numbers of the subcontractors and suppliers listed for the Project.

A record of poor financial history with the listed subcontractors and suppliers (as outlined in Item "E" above), failure of the Bidder to provide the proper Contract Documents to the subcontractors and/or suppliers for their bidding purposes, and/or lack of experience on similar type and size projects will be considered grounds for the Owner to disqualify the Bidder.

- 3.1.9 Statement that bidder is capable of completing the project within the stated time.
- 3.1.10 The Bidder shall list any and all construction related claims or legal actions by the Contractor against Owners or Engineers in the last five years. Provide a list of any and all construction related claims or legal actions by the Owners, Engineers, or Subcontractors in the last five years.

Evidence of a pattern of claims and/or legal action either by the Bidder or against the Bidder will be considered grounds for the Owner to disqualify the Bidder.



**4. Examination of Contract Documents and Site.**

- 4.1 It is the responsibility of each Bidder before submitting a Bid:
- 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below):
  - 4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
  - 4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
  - 4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
  - 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in or between the Contract Documents and such other related documents.

**4.2 Reference is made to the Supplementary Conditions for identification of the following:**

- 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction. Subsurface data are offered in good faith solely for the purpose of placing the Bidder in receipt of all information available to the Owner and the Engineer and in no event is to be considered part of the Contract Documents.
  - 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction. Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are part of the Contract Documents. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
  - 4.2.3 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders

with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.02 and 4.03 of the General Conditions.

- 4.4 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies, as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.6 Reference is made to the Supplementary Conditions or the Division 1 Project Requirements for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.8 The Provisions of IB-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated Biphenyl (PCB), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.06 of the General Conditions.

**5. Availability of Lands for Work, etc.**

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

**6. Interpretations and Addenda.**

- 6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

**7. Bid Security.**

- 7.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.02 of the General Conditions.
- 7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited.

The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixtieth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening if requested by Bidder.

**8. Contract Times.**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.01A(14) of the General Conditions) are set forth in the Agreement and incorporated therein by reference to the attached Bid Form.

**9. Liquidated Damages.**

Liquidated damages are \$640 per day. Provisions for liquidated damages are set forth in the Agreement and incorporated therein by reference to the attached Bid Form.

**10. Substitute and "Or Equal" Items.**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute of "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item or material or equipment may be furnished or used by

CONTRACTOR if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by Engineer is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the Division 1 Project Requirements.

**11. Subcontractors, Suppliers and Others.**

If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions would not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06B of the General Conditions.

- 11.2 Refer to MINORITY BUSINESS SUPPLEMENTAL CONDITIONS for the City of Greenville's M/WBE goals.
- 11.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against which CONTRACTOR has reasonable objection.

**12. Bid Form.**

- 12.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).
- 12.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 12.5 All names must be typed or printed in ink below the signature.
- 12.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.7 The address and telephone number for communications regarding the Bid must be shown.
- 12.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State Contractor license number must also be shown.

**13. Submission of Bids.**

13.1 Bids shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Facsimile (Fax) bids are not acceptable.

13.2 The following items must be submitted as part of the completed Bid package at the time of Bid:

- Bid Form
- Bid Security - Bid Bond or Certified Check
- Non-Collusion Affidavit
- M/WBE Documentation

**14. Modification and Withdrawal of Bids.**

14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2 If, within seventy-two hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned in accordance with applicable North Carolina laws. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

**15. Opening of Bids.**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

**16. Bids to Remain Subject to Acceptance.**

All Bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

**17. Award of Contract.**

- 17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner, including but not limited to past performance by the bidder involving other City projects. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 17.5 If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by owner indicates to Owner that the award will be in the best interests of the Project.
- 17.6 The Owner reserves the right to award any or all parts of a Contract but separate parts of the same Contract will not be awarded to different contractors.
- 17.7 If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within ninety days after the day of the Bid opening.

**18. Contract Security.**

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

**19. Signing of Agreement.**

When Owner gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within fourteen (14) days after award Owner shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

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**BID FORM**

PROJECT IDENTIFICATION: **2021 STORMWATER PIPE REHABILITATION Project  
ENG-2021-004  
GREENVILLE, NORTH CAROLINA**

THIS BID IS SUBMITTED TO: **CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT  
1500 BEATTY STREET  
GREENVILLE, NORTH CAROLINA**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all, which is hereby acknowledged: (List Addenda by Addendum Number and Date)

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. BIDDER accepts the determination set forth in paragraph the Supplementary Conditions of the extent of the "technical data" contained in such reports and

- drawings upon which BIDDER is entitled to rely as provided in paragraph 4.02 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for not having done so) all such additional or supplementary examinations, investigations, explorations, tests studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
  - (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following unit price(s):
- (a) All specific cash allowances are included in the price(s) set forth and have been computed in accordance with paragraph 11.02 of the General Conditions.
  - (b) Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.

5. BIDDER acknowledges that quantities for unit price work are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or number of calendar days indicated in the Agreement.
6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
7. BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.
8. The following documents are attached to and made a condition of this Bid:
  - Required Bid Security in the form of Bid Bond or Certified Check
  - Non-Collusion Affidavit
  - M/WBE Documentation
9. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By \_\_\_\_\_ being a \_\_\_\_\_  
Contractor's firm name Sole Proprietorship, Partnership, Corporation,  
Company, firm

State Contractor License No. \_\_\_\_\_.

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Owner, Partner, or Corporate President or  
Vice-President only)

TITLE: \_\_\_\_\_  
(Corporate Secretary or Assistant Secretary only)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(SEAL)

**SCHEDULE OF QUANTITIES FOR BID**  
**2021 STORMWATER PIPE REHABILITATION Project**  
**OWNER: CITY OF GREENVILLE**

**BID OPENING DATE: May, 18<sup>th</sup>, 2021**

The unit prices noted herein shall include installing in place, complete and accepted.

**BASE BID**  
**CURED IN PLACE PIPE LINER & SPINCAST of STORMWATER PIPE**

Item No.	Item Description	Scheduled Quantities	Unit	Unit Price	Amount
1	MOBILIZATION CIPP LINING RELATED EQUIPMENT, LABOR AND ANY INCIDENTAL ITEMS	1	LS		
2	MOBILIZATION SPINCAST RELATED EQUIPMENT, LABOR AND ANY INCIDENTAL ITEMS	1	LS		
3	CCTV PRE INSPECTION	1982	LF		
4	CCTV POST INSPECTION	1982	LF		
5	HEAVY PIPE CLEANING	3	HR		
6	18" CIPP - GREATER THAN 50 LF	1008	LF		
7	36" CIPP - GREATER THAN 50 LF	177	LF		
8	36" SPINCAST - GREATER THAN 50 LF	797	LF		
9	PIPE BACKGROUTING (INCLUDING STRUCTURES)	120	GAL		
10	PROBE GROUTING/SOIL STABILIZATION	625	GAL		
11	STORM STRUCTURE REHABILITATION, 0'-4' DEPTH	7	EA		
12	STORM STRUCTURE REHABILITATION, 4'-8' DEPTH	3	EA		
13	TRAFFIC CONTROL	1	LS		

**BASE BID TOTAL:** \_\_\_\_\_

**ALTERNATE BID 1**  
**CURED IN PLACE PIPE LINER of STORMWATER PIPE**

Item No.	Item Description	Scheduled Quantities	Unit	Unit Price	Amount
14	MOBILIZATION CIPP LINING RELATED EQUIPMENT, LABOR AND ANY INCIDENTAL	1	LS		

	ITEMS				
15	CCTV PRE INSPECTION	366	LF		
16	CCTV POST INSPECTION	366	LF		
17	18" CIPP - GREATER THAN 50 LF	366	LF		
18	PIPE BACKROUTING (INCLUDING STRUCTURES)	10	GAL		
19	PROBE GROUTING/SOIL STABILIZATION	50	GAL		
20	STORM STRUCTURE REHABILITATION, 0'-4' DEPTH	2	EA		
21	TRAFFIC CONTROL	1	LS		

**ALTERNATE BID 1 TOTAL:** \_\_\_\_\_

**ALTERNATE BID 2**  
**SPINCAST of STORMWATER PIPE**

Item No.	Item Description	Scheduled Quantities	Unit	Unit Price	Amount
22	MOBILIZATION SPINCAST RELATED EQUIPMENT, LABOR AND ANY INCIDENTAL ITEMS	1	LS		
23	CCTV PRE INSPECTION	536	LF		
24	CCTV POST INSPECTION	536	LF		
25	48" SPINCAST - GREATER THAN 50 LF	536	LF		
26	PIPE BACKROUTING (INCLUDING STRUCTURES)	10	GAL		
27	PROBE GROUTING/SOIL STABILIZATION	150	GAL		
28	STORM STRUCTURE REHABILITATION, 4'-8' DEPTH	3	EA		
29	TRAFFIC CONTROL	1	LS		

**ALTERNATE BID 2 TOTAL:** \_\_\_\_\_

**ALTERNATE BID 3**  
**CURED IN PLACE PIPE LINER of STORMWATER PIPE**

Item No.	Item Description	Scheduled Quantities	Unit	Unit Price	Amount
30	MOBILIZATION CIPP LINING RELATED EQUIPMENT, LABOR AND ANY INCIDENTAL ITEMS	1	LS		
31	CCTV PRE INSPECTION	614	LF		
32	CCTV POST INSPECTION	614	LF		

33	18" CIPP - GREATER THAN 50 LF	614	LF		
34	PIPE BACKGROUTING (INCLUDING STRUCTURES)	10	GAL		
35	PROBE GROUTING/SOIL STABILIZATION	200	GAL		
36	STORM STRUCTURE REHABILITATION, 0'-4' DEPTH	4	EA		
37	TRAFFIC CONTROL	1	LS		

**ALTERNATE BID 3 TOTAL:**

\_\_\_\_\_

**TOTAL BID:**

\_\_\_\_\_

Contractor

License No.

Signature

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STREET LISTING/ESTIMATES FOR PIPE LINING – BASE BID**

Street Name	From – To	Pipe Segment	CIPP Size	LF
116 Jarvis St.	N/A	3636PPE14970	36”	177
Davis St.	Fairfax Ave – W. 3 <sup>rd</sup> St	1818PPE9579, 1818PPE9580, 1818PPE9582	18”	610
S Meade St.	2 <sup>nd</sup> St. – 3 <sup>rd</sup> St.	1818PPE8876	18”	398
*Leighton Dr.	2013 Leighton Dr. – 1901 Leighton Dr.	3636PPE3881, 3636PPE3880, 3636PPE3879, 3636PPE3878	36”	797

\*Location to be Spincast, not CIPP.

**STREET LISTING/ESTIMATES FOR CIPP – ALTERNATE 1**

Street Name	From – To	Pipe Segment	CIPP Size	LF
Leighton Dr.	2000 Leighton Dr. – 2112 Leighton Dr.	1818PPE1967	18”	366

**STREET LISTING/ESTIMATES FOR STORMWATER PIPE REHABILITATION  
 SPINCAST – ALTERNATE 2**

Street Name	From – To	Pipe Segment	SPINCAST Size	LF
Mill Creek	821 Megan Dr. – 745 Megan Dr.	4848PPE8247, 4848PPE8283	48”	536

**STREET LISTING/ESTIMATES FOR STORMWATER PIPE REHABILITATION –  
ALTERNATE 3**

<b>Street Name</b>	<b>From – To</b>	<b>Pipe Segment</b>	<b>CIPP Size</b>	<b>LF</b>
W. 2 <sup>nd</sup> St.	Evans St. – S. Greene St.	1818PPE10932, 1818PPE10923, 1818PPE10921, 1818PPE10920	18”	614



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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto  
\_\_\_\_\_ as OWNER in the penal sum of  
\_\_\_\_\_ for payment of which, well and truly  
to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain BID, attached hereto and hereby made a  
part hereof to enter into a contract in writing, for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of (\_\_\_\_\_)

County of (\_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, (directly or indirectly) with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Greenville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Contractor Signature) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 202\_\_.

Signature of Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_.

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## AGREEMENT

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year **202** by and between the **City of Greenville, NC** (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. If not specified in the contract, please reference NCDOT standards. The Work is generally described as follows:

#### ***2021 STORMWATER PIPE REHABILITATION Project***

### **Article 2. ENGINEER.**

The Project has been designed by the City of Greenville, Engineering Department, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Once the Notice of Award has been issued, the OWNER may assume all or part of the responsibilities of the ENGINEER and RESIDENT PROJECT REPRESENTATIVE.

### **Article 3. CONTRACT TIMES.**

3.1 The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within the times specified below:

**Total Base Contract Completion Time – 120 Calendar Days**

**Alternate Bid(s) Completion Time – 30 calendar days added to Base Contract Completion Time for each alternate selected.**

The Contract Times shall commence to run as provided in paragraph 2.03 of the General Conditions.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in the BID, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER INSERT AMOUNT Dollars (\$640) for each day that expires after the time specified in paragraph 3.1.

### **Article 4. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 For all Work other than Unit Price Work, a Lump Sum as shown in the BID.

All specific cash allowances are included in the BID and have been computed in accordance with paragraph 11.02 of the General Conditions.

plus

4.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the BID.

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

#### **Article 5. PAYMENT PROCEDURES.**

5.1 Applications for Payment by the CONTRACTOR, processing of same by the ENGINEER and OWNER, and associated retainage shall be as set forth in the Standard Special Provisions.

#### **Article 6. INTEREST.**

Pursuant to paragraph 143-134.1, General Statutes of North Carolina, the balance due prime Contractors shall be paid in full within 45 days after respective prime contracts have been accepted by Engineer and Owner, or occupied by Owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever Engineer determines that delay in completion of the project in accordance with terms of the Drawings and Specifications is the fault of Contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime Contractor on such project to complete his contract. Should final payment to any prime Contractor beyond the date such contracts have been declared to be completed by Engineer, accepted by Owner, or occupied by Owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime Contractor shall be paid interest, beginning on the 46th day, at the rate of twelve percent per annum on such unpaid balance as may be due. Where a conditional acceptance of a contract exists, and where Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts determination set forth in paragraph SC - 4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Exhibits to this Agreement:
  - a. Certificate of Insurance.



- 8.3 Performance, Payment, and/or other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions.
- 8.6 Supplementary Conditions.
- 8.7 Specifications bearing the title **2021 STORMWATER PIPE REHABILITATION Project** and consisting of divisions as listed in table of contents thereof.
- 8.8 Drawings consisting of each sheet bearing the following general title: **2021 STORMWATER PIPE REHABILITATION Project**.
- 8.9 Addenda numbers (\_\_\_\_\_) inclusive.
- 8.10 CONTRACTOR's Bid Form.
- 8.11 Minority/Women Business Enterprise documentation submitted by CONTRACTOR with the Bid Proposal (if applicable).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

#### **Article 9. MISCELLANEOUS.**

- 9.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, their partner, successors, assigns and legal representatives to the other party hereto, their partner, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and

binding upon OWNER and CONTRACTOR, who agree that the Contract Documents 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on the date provided on Page A-1 of this Agreement (which is the Effective Date of the Agreement).

**CITY OF GREENVILLE**

\_\_\_\_\_

**BY** \_\_\_\_\_

**BY** \_\_\_\_\_

NAME \_\_\_\_\_  
TITLE MAYOR

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

TITLE CITY CLERK

TITLE \_\_\_\_\_

Address for giving notices

Address for giving notices

PO Box 7207

\_\_\_\_\_

**Greenville, NC 27835-7207**

\_\_\_\_\_

License No. \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

**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, Financial Services Manager

Account Number(s)/Project String \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

**INTENTIONALLY LEFT BLANK**

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, (Corporation, Partnership, or Individual) hereinafter called PRINCIPAL, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Greenville Public Works Department  
1500 Beatty Street  
Greenville, NC 27834

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: City of Greenville,

**2021 STORMWATER PIPE REHABILITATION Project**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials,

lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant; (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or same by registered mail or certified mail, postage prepaid, in an envelope address to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND of the Contract shall include any alteration addition, extension, or modification of any character whatsoever. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

ATTEST: \_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary) BY \_\_\_\_\_(s)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety) ATTEST:

\_\_\_\_\_  
(Witness as to Surety) By \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**INTENTIONALLY LEFT BLANK**



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, (Corporation, Partnership, or Individual) hereinafter called PRINCIPAL, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

City of Greenville Public Works Department  
1500 Beatty Street  
Greenville, NC 27834

hereinafter called OWNER, in the total aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in  
lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

**2021 STORMWATER PIPE REHABILITATION Project**

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original term  
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the  
SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and  
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all  
costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the  
OWNER all outlay and expense which the OWNER may incur in making good any default, then this  
obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed  
there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this  
BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to  
the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND of the Contract shall include any alteration addition, extension, or modification of any character whatsoever. PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (Number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

ATTEST: \_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary) By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)  
(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTE: Date of BOND must not be prior to date of Contract.**

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**CERTIFICATE OF INSURANCE**

(SUBSTITUTE CERTIFICATE OF INSURANCE HERE)

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**NOTICE OF INTENT TO AWARD**

TO:

PROJECT: **2021 STORMWATER PIPE REHABILITATION Project**

You are hereby notified the City of Greenville has received your Bid \_\_\_\_\_ for the above described project on \_\_\_\_\_ and determined you are the apparent low bidder. City Council will consider your bid for award on \_\_\_\_\_.

You are required to execute the contract and to furnish the required Contractor's Performance Bond, Payment Bond, and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said contract and to furnish any required Bonds and Certificates within ten (10) days from delivery of the contract, the City of Greenville will be entitled to consider all your rights arising out of their acceptance of your Bid as abandoned and to award the work covered by the contract to another contractor, to re-advertise the Project, or otherwise dispose thereof as the City of Greenville sees fit.

You are required to acknowledge and return to the Owner a copy of this Notice of Intent to Award.

Dated this        **day of**       , **202**   .

Owner: City of Greenville

BY: \_\_\_\_\_  
Lisa Kirby, PE  
Director of Engineering

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledged:

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print name)

Title: \_\_\_\_\_ Company: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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**NOTICE TO PROCEED**

DATE:

TO:

PROJECT: 2021 STORMWATER PIPE REHABILITATION Project

Attached, please find a fully executed copy of the AGREEMENT dated ..... You are hereby notified to commence WORK in accordance with the AGREEMENT on or before....., 202\_\_ and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter.

The date of **COMPLETION** of all WORK is.....

Pre-Construction Conference conducted on .....

Owner: City of Greenville

BY:

\_\_\_\_\_  
Lisa Kirby, PE  
Director of Engineering

ACCEPTANCE OF NOTICE

**Receipt of the above NOTICE TO PROCEED is hereby acknowledged by**

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

**INTENTIONALLY LEFT BLANK**



**City of Greenville/Greenville Utilities Commission  
Minority and Women Business Enterprise (MWBE) Program**

**City of Greenville  
Construction Guidelines and Affidavits  
\$100,000 and above**

These instructions shall be included with each bid solicitation.

## City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

### \$100,000 and Construction Guidelines for MWBE Participants

**Policy Statement**

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

**Goals and Good Faith Efforts**

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
<b>Construction</b> This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at [www.greenvillenc.gov](http://www.greenvillenc.gov). However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE’s listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid  
The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

### Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

**\*\*With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

**\*\*\*If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

### Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

MBForms 2002-  
Revised July 2010 - Updated 2015

### Identification of Minority/Women Business Participation

I, \_\_\_\_\_,  
(Name of Bidder)

do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*MWBE Category

\*MWBE categories: Black, African American (B), Hispanic, Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

If you will not be utilizing MWBE contractors, please certify by entering zero "0"

The total value of MBE business contracting will be (\$)\_\_\_\_\_.

The total value of WBE business contracting will be (\$)\_\_\_\_\_.

# City of Greenville **AFFIDAVIT A – Listing of Good Faith Efforts**

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

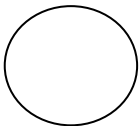
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

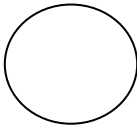
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# City of Greenville - AFFIDAVIT C - Portion of the Work to be Performed by MWBE Firms

County of \_\_\_\_\_

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
(Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_ % of the total dollar amount of the contract with minority business enterprises and a minimum of \_\_\_\_\_ % of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

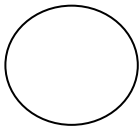
Name and Phone Number	*MWBE Category	Work description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of \_\_\_\_\_

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

Page | 8

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify  
 that on the \_\_\_\_\_

(Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises and a minimum of \_\_\_\_\_ % of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

**Examples** of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
  - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.



Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

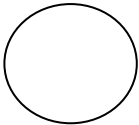
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The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## LETTER OF INTENT MWBE Subcontractor Performance

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**Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.**

PROJECT: \_\_\_\_\_  
(Project Name)

TO: \_\_\_\_\_  
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

\_\_\_\_ Minority Business Enterprise                      \_\_\_\_\_ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required).    \_\_\_ Yes    \_\_\_ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

<b>Work/Materials/Service Provided</b>	<b>Dollar Amount of Contract</b>	<b>Projected Start Date</b>	<b>Projected End Date</b>

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name & Phone No. of MWBE Firm)

\_\_\_\_\_  
(Name & Title of Authorized Representative of MWBE)

\_\_\_\_\_  
(Signature of Authorized Representative of MWBE)

## REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

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**Project:** \_\_\_\_\_

**Bidder or Prime Contractor:** \_\_\_\_\_

**Name & Title of Authorized Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

\_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Total Contract Amount (including approved change orders or amendments):** \$ \_\_\_\_\_

Name of subcontractor: \_\_\_\_\_

Good or service provided: \_\_\_\_\_

### Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

*If replacing subcontractor:*

Name of replacement subcontractor: \_\_\_\_\_

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required).  Yes  No

Dollar amount of original contract \$ \_\_\_\_\_

Dollar amount of amended contract \$ \_\_\_\_\_

**Other Proposed Action:**

Increase total dollar amount of work  Add additional subcontractor  
 Decrease total dollar amount of work  Other

Please describe reason for requested action: \_\_\_\_\_

*If adding\* additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required).  Yes  No

*\*Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ \_\_\_\_\_

Dollar amount of amended contract \$ \_\_\_\_\_

**Interoffice Use  
Only:  
Approval \_\_Y**



2021 STORMWATER PIPE REHABILITATION Project

### Proof of Payment Certification MWBE Contractors, Suppliers, Service Providers

Project Name: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Current Contract Amount (including change orders): \$ \_\_\_\_\_

Requested Payment Amount for this Period: \$ \_\_\_\_\_

Is this the final payment?  Yes  No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: \_\_\_\_\_

Certified By: \_\_\_\_\_

Name

Title

Signature

**INTENTIONALLY LEFT BLANK**

**TAX STATEMENT AND CERTIFICATION**

This is to certify that the foregoing or attached statements are a true and complete statement of all State and County Sales or Use Tax paid by the undersigned contractor from \_\_\_\_\_, 20\_\_, to \_\_\_\_\_, 20\_\_, inclusive for the materials and equipment that were or will become a part of the construction of the **2021 STORMWATER PIPE REHABILITATION Project.**

(THE FOLLOWING PORTION TO BE FILLED OUT BY GENERAL CONTRACTOR ONLY.)

It is further certified that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are all of the subcontractors that are, or were engaged by the contractor in the performance of this contract and whose tax statements are also enclosed herewith.

\_\_\_\_\_  
CONTRACTOR OR SUBCONTRACTOR

Sworn and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**INTENTIONALLY LEFT BLANK**



**CONTRACTOR'S AFFIDAVIT  
RELEASE OF LIEN AND WAIVER OF CLAIM**

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

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\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_, being first duly sworn deposes and says that:  
(Contractor)

1. The undersigned is authorized to execute this Affidavit, Release of Lien and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release of Lien and Waiver of Claim is made concerning the construction of the following project:

Project Name: **2021 STORMWATER PIPE REHABILITATION Project**

Project No.: \_\_\_\_\_

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;
4. No liens or claims exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the City of Greenville or property of the City of Greenville is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the City of Greenville harmless for any amount which the City of Greenville is required to pay to discharge such lien or settle such claim and further will pay the City of Greenville's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the City of Greenville, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description, which the Contractor may have against the City of Greenville arising in any manner from the construction of the above-described project.

\_\_\_\_\_  
(Contractors Signature)

Sworn to and subscribed before me \_\_\_\_\_ this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Notary Public

My Commission Expires \_\_\_\_\_ (Date)

**INTENTIONALLY LEFT BLANK**

**GENERAL CONDITIONS**

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.

**STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *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.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.



12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *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 and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *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.
24. *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.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *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.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *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.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *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.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *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.
41. *Site*—Lands or areas 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.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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.
44. *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.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, 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.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

### D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *2.02 Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### *2.03 Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

## 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02 *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. The provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:



1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of 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.
- B. 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 errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;  
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. The completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. Any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### **5.02 *Licensed Sureties and Insurers***

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage's so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:



- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
  - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insured's (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured's, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured's, and the insurance afforded to these additional insured's shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverage's and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

## 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

## 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be



required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured's or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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 or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

## 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
    - a. Submit number of copies specified in the General Requirements.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
  2. *Samples:*
    - a. Submit number of Samples specified in the Specifications.
    - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

## 6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against 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 or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, 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 there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .



- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### *7.01 Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

### *7.02 Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

## 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

## 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

## 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data



shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  - 1. deny the Claim in whole or in part;
  - 2. approve the Claim; or
  - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *11.01 Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
  1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
  1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### *12.01 Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.



- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. 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 or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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 or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. 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 or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

- A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying



documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds 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 or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. 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 or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### *16.01 Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  2. agrees with the other party to submit the Claim to another dispute resolution process; or
  3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### *17.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

#### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **SUPPLEMENTARY GENERAL CONDITIONS**

### **1. SUPPLEMENTARY GENERAL CONDITIONS**

The following supplementary general conditions modify, change, delete from or add to the "Standard General Conditions of the Construction Contract", EJCDC Document C-700, Copyright 2007 Edition. Where any article of the general conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplementary general conditions, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

### **2. CONTRACTOR'S RESPONSIBILITIES**

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Greenville and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. The City of Greenville may require the Contractor to dismiss from the work such employee or employees as the City of Greenville or the Engineer may deem incompetent, careless, or insubordinate.

### **3. SUBCONTRACTS**

The Contractor shall not execute an agreement with a Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the Subcontractor in substantially the form provided and has received written approval of such Subcontractor from the City of Greenville.

### **4. MUTUAL RESPONSIBILITY OF CONTRACTORS**

If through acts or neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the City of Greenville on account of any damage alleged to have been so sustained, the City of Greenville will notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the City of Greenville shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

### **5. PAYMENTS SUBJECT TO SUBMISSION OF CERTIFICATES**

Each payment to the Contractor by the City of Greenville shall be made subject to submission by the Contractor of all written certificates required of him and his Subcontractors.

### **6. DELAYS AND LIQUIDATED DAMAGES**

- a. Liquidated Damages for Delays: If the work is not completed within the time stipulated in Article 3.1 of the AGREEMENT thereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City of Greenville liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in Article 3.2 of the AGREEMENT thereof and the Contractor and his sureties shall be liable to the City of Greenville for the amount thereof.

- b. The Contractor shall promptly notify the City of Greenville and Engineer within ten (10) days in writing of any probable cause of a delay. Upon receipt of such notification, the City of Greenville shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this Contract the delay is properly excusable, the City of Greenville shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

7. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the City of Greenville for any additional information not already in his possession which should be furnished by the City of Greenville under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this section.

8. TEMPORARY FACILITIES AND CONTROLS

The Contractor shall provide and pay for all utilities, water, lights, power, and all temporary construction and facilities of every nature whatever necessary to execute, complete, and deliver the work.

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health, or of the other bodies, or tribunals, having jurisdiction thereof. He shall commit no public nuisance.

The Contractor shall be limited to work with the right of way limits of the roadway.

The Contractor shall provide and be responsible for all barricades, warning lights, signs, signal and flagmen, and all else required to allow safe vehicular movement in the vicinity of construction operations.

The Contractor shall adhere to all applicable requirements of Part VI of the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the US Department of Transportation, Federal Highway Administration, latest edition, the "North Carolina Construction and Maintenance Operations Supplement" thereto, latest edition, prepared by the North Carolina Department of Transportation, and the "Work Zone Traffic Control Standards and Guidelines" published by the US Department of Transportation.

The Contractor shall also be guided by requirements promulgated by officials of the City of Greenville. The Contractor shall implicitly follow instructions given by said officials.

In addition to complying with safety requirements set forth in the General Conditions, the Contractor shall:

Inform himself of and fully comply with all applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (p.L.91596) in the performance of work required under this Contract.

The Contractor shall adhere to the rules, regulations, and interpretations of the Secretary of the Department of Labor (29 CFR Part 1518, 36 F.R., 7340, April 17, 1971) relating to safety and health for construction which are hereby incorporated into these requirements.

The Contractor shall follow all rules set out; in the regulations and recommendations published by the Associated General Contractors and the North Carolina Department of Labor, and use every effort to safeguard life and property throughout his operations.

#### 9. PRECONSTRUCTION CONFERENCE

A pre-construction conference shall be held as provided in the General Conditions, Article 2.06, after review by the Engineer of the construction progress schedules submitted by the Contractor.

In addition to the representatives required to attend this conference, the Engineer will request that representatives of major subcontractors and affected utility companies and governmental agencies also attend the conference.

#### 10. TESTING ALLOWANCE

General: The Contractor shall include cash allowances of the amounts herein specified in his Proposal for quality control testing of asphalt concrete pavements and concrete work during construction. The cost of testing all soil materials and coarse aggregate base course shall be borne by the Contractor and will not be considered a part of the testing allowance. The testing is to be performed as herein required and/or directed by the Engineer. The contractor will only be paid for any testing in which a receipt from the testing agency is submitted with the pay request for that testing.

The Testing Agencies shall be selected by the Contractor and approved by the Engineer. The Contractor shall submit each Testing Agency's cost proposal and qualification statement to the Engineer for review prior to the Engineer's approval of the Testing Agency.

The Contractor shall be responsible for all testing costs with results which do not meet or exceed the specified standards. These costs shall not be deducted from the testing allowance. The Owner shall be responsible for all asphalt concrete pavement testing costs with results meeting or exceeding the specified standards except as otherwise specified. These costs shall be paid for by the Contractor through the testing allowance upon approval by the Engineer. Only those tests specifically authorized by the Engineer are deductible from the allowance. The Engineer shall have the option to reject any materials or workmanship not meeting or exceeding the specification requirements.

##### Asphalt Concrete Pavement Testing and Inspection

##### Portland Cement Concrete Testing and Inspection

A lump sum as indicated in the BID FORM for reimbursement of the Contractor for providing quality control testing during paving and concrete operations as required by the Engineer shall be a part of the Contractor's Proposal.



The Contractor shall be responsible for all costs of providing mix designs, job-mix formulas and associated materials evaluations required for asphalt concrete materials. These costs shall not be deducted from the testing allowance.

11. ARBITRATION - Delete Article 16 in its entirety.
  
12. CONTROL OF UTILITIES - Add the following sentence to the end of General Conditions, Article 7, paragraph 7.03A:

“Utilities maintained and operated by Greenville Utilities Commission are not under the control of Owner.”

**END OF SUPPLEMENTARY CONDITIONS**

## STANDARD SPECIAL PROVISIONS

### 1. STANDARD SPECIFICATIONS

The 2018 edition of the Standard Specifications for Roads and Structures of the North Carolina Department of Transportation hereinafter referred to as the 'Standard Specifications' shall apply on all portions of the project unless otherwise specified herein.

### 2. SUPERVISION BY THE CONTRACTOR

At the time work is actually performed, the contractor shall have present on the project one individual who has been authorized to act in a supervisory capacity over all work on the project including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract and of receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the contractor, unless otherwise approved by the Engineer.

### 3. DEFINITION OF TERMS:

Whenever the following terms are used in the Standard Specifications, in any of the contract documents, or in the plans, the intended meaning of such terms shall be as follows:

- a. "State" or "Department" shall be replaced by the words 'City of Greenville'.
- b. "Engineer" or "Resident Engineer" shall be replaced by the words "City Engineer or his duly authorized representative".
- c. "Sampling and Testing by Department" shall be replaced by the words "Sampling and Testing by City or its approved testing agency".
- d. "Inspection by Department" shall be replaced by the words "Inspection by the City or its duly authorized representative".
- e. "City Standard" shall refer to the "Greenville Manual of Standard Designs and Details".
- f. "City Water Main Standard" and "City Sanitary Sewer Standard" shall refer to the latest edition of the "Greenville Manual of Standard Designs and Details".
- g. "Landscape Construction Standards, shall refer to the Ground Cover Section of the "Manual of Standard Designs and Details" for construction with the jurisdiction of the City Of Greenville.
- h. The term "Abnormal weather conditions" as mentioned in Paragraph 12.03 of the General Conditions, or elsewhere in the General Conditions, Standard Special Provisions, other Contract Documents or Plans, is hereby revised to "weather conditions," and shall be defined as weather occurring in any day in which at least 0.2" of rainfall precipitation or greater occurs, as measured by an accurate rain gauge provided by the Contractor at an uncovered location onsite, from the end of normal work hours the previous day through normal work hours of the same day.

- i. "Normal Work Hours" shall be defined as Monday through Friday, 8:00am to 5:00pm.
  - j. "Non-Workday" shall be defined as all City holidays, weekends, or any day the Contractor has indicated no work is planned. This shall include days during which the Contractor has demobilized from the project.
  
- 4. ADDENDA:

Addenda will be mailed, either electronically or via US Postal Service, to "Bidders of Record", and will be on file in the Office of the Engineer. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.
  
- 5. SUBSURFACE INVESTIGATION:

The Contractor shall make his own subsurface investigations. Any information obtained by the City as a result of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor of making his own investigations. The Contractor shall obtain all necessary permits prior to making any pavement cuts on existing streets.
  
- 6. AWARDING OF CONTRACT:

The City of Greenville will award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsible Bidder or Bidders, as required by North Carolina General Statutes. Consideration will be given only to proposals from Contractors who are properly licensed; bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character as have been completed by them. The City also reserves the right to reject any and all proposals and to waive informalities or technicalities as it may deem to be in its best interest.
  
- 7. CONTRACT BONDS:

Failure of the Contractor to provide the required bonds, insurance, and executed contract within ten (10) days after he receives the notice of award shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract.

Award may then be made to the next responsible bidder or the work may be re-advertised and constructed under contract or otherwise as the City may decide.

Within ten days of notification of award of contracts equal to or exceeding \$100,000, the Contractor shall secure and post a Performance Bond and Labor and Material Payment Bond, each in the amount of 100% of the Total Contract Sum. All such bonds shall be issued by a surety acceptable to the City. The City shall be named as the beneficiary. Cash bonds will not be accepted

8. NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the Engineer.

9. MATERIALS AND EQUIPMENT STORAGE:

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with the local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project or upon such time as directed by the Engineer. Such restoration shall be at no additional cost to the City.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the City responsible in any way for occurrences of same. The Contractor shall furnish and erect, at no additional cost, whatever works as may be necessary for the protection of the public, including but not limited to barricades, fences, etc. Prior to final payment being made, the Contractor shall obtain a release from the property owner of the storage area utilized for the project.

10. EXISTING UTILITIES:

The City has contacted all involved utility owners of the effect of this project on their respective utility.

Construction plans and anticipated construction schedules have been provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

The owners of utilities in this project may include:

Greenville Utilities Commission  
Centurylink Communications  
Suddenlink Communications  
NCDOT  
Eastern Pines Water Corporation

The Contractor shall adhere to the provisions of 1985 Underground Damage Prevention Act North Carolina General Statutes 887 Chapter 785 Senate Bill 168 Article 3. To assist the contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "NC ONECALL". Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, The NC ONECALL telephone number is 1-800-632-4949. For calls originating outside of North Carolina, the number is (919) 855-5760. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid. NCDOT is not a member of ONECALL. The number to call for NCDOT for wires at intersections is 830-4393. NCDOT requires 72 hours' notice.

No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate utility at the request of the Contractor. The Contractor should refer to Section 108-10 (B) paragraph 3 of the Standard Specifications.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

11. CONSTRUCTION STAKES, LINES AND GRADES:

Construction stakes, lines and grades are the responsibility of the Contractor. This work is incidental to the project scope of work. The entire cost of this work to be distributed among the various other pay items.

12. TAXES & LICENSES:

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing City contracts. Use tax is also due on construction equipment brought into North Carolina for use in the performance of City contracts (N.C. Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable privilege licenses (N.C. Revenue Laws, G.S. 105-54). Contractors are also liable for payment of applicable franchise, corporate income, license and withholding taxes (N.C. Revenue Laws, G.S. 105-122, G.S. 105-123, G.S. 105-134 and G.S. 105-163.2).

13. EROSION AND SEDIMENTATION CONTROL MEASURES:

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion and Sedimentation Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the project.

The Contractor shall indemnify and hold harmless the City for any penalties imposed against the City by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the City or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the City will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

If any borrow or waste areas are to be utilized, it will be the responsibility of the Contractor to notify the property owner that the property owner is responsible for any damage occurring from the site, either as part of the agreement with the Contractor, or on his own. All work, sediment control structures, and seeding will be at the cost of the property owner or Contractor. The City will not participate in the cost of this work on the waste or borrow areas. Prior to final payment being made, the Contractor shall obtain a release from the property owner of borrow or waste site utilized for the project.

14. HAZARDOUS MATERIALS:

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Greenville Fire Department at (252) 329-4397 for further instructions.

15. OSHA REQUIREMENTS

**GENERAL CONTRACTOR SAFETY REQUIREMENTS**

Supplement to OSHA parts 1910 and 1926.

PART 1 - GENERAL CONTRACTOR REQUIREMENTS

1.1 The Contractor shall comply with OSHA (Occupational Safety and Health Administration) Parts 1910 and 1926, Construction Industry Standards and Interpretations, and with this specification.

1.2 Requests for variances or waivers from this specification are to be made to the Engineer in writing supported by evidence that every reasonable effort has been made to comply with the contractual requirements. A written request for waiver or a variance shall include:

- a. Specific reference to the provision or standard in question;
- b. An explanation as to why the waiver is considered justified; and
- c. The Contractor's proposed alternative, including technical drawings, materials, or equipment specifications needed to enable the Engineer and City's Risk Manager to render a decision.

1.3 No waiver or variance will be approved if it endangers any person. The Contractor shall not proceed under any requested revision of a provision until the Engineer has given written approval. The

Contractor is to hold and save harmless the City of Greenville, North Carolina free from any claims or causes of action whatsoever resulting from the Contractor or subcontractors proceeding under a waiver or approved variance.

1.4 Copies of OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, may be obtained from:

Superintendent of Document  
U.S. Government Printing Office  
Washington, DC 20402

1.5 **SAFETY PROGRAM**

Each Contractor is to demonstrate that he or she has facilities for conducting a safety program commensurate with the work under contract. The Contractor is to submit in writing a proposed comprehensive safety program to the Contracting Officer for approval before the start of construction operations. The program is to specifically state what provisions the Contractor proposes to take for the health and safety of all employees, including details relevant to the work

to be done, the hazards associated with the work, and the actions that will be necessary to minimize the identified hazards.

#### 1.6 PRECONSTRUCTION SAFETY MEETING

Representatives for the Contractor are to meet with the Contracting Officer or the Contracting Officer's representative before the start of construction to discuss the safety program and the implementation of all health and safety standards pertinent to the work under this contract.

#### 1.7 JOINT SAFETY POLICY COMMITTEE

The Contractor, or designated onsite representative, is to participate in monthly meetings of a Joint Safety Policy Committee, composed of Contracting Local Organization and Contractor supervisory personnel. At these meetings, the Contractor's project manager and the Contracting Officer will review the effectiveness of the Contractor's safety effort, resolve current health and safety problems, and coordinate safety activities for upcoming work.

#### 1.8 SAFETY PERSONNEL

Each Contractor is to designate a competent supervisory employee satisfactory to the Contracting Officer to administer the safety program.

#### 1.9 SAFETY MEETINGS

A minimum of one on-the-job or toolbox safety meeting is to be conducted each week by all field supervisors or foremen and attended by mechanics and all construction personnel at the job site. The Contractor is to also conduct regularly scheduled supervisory safety meetings at least monthly for all levels of job supervision.

#### 1.10 SAFETY INSPECTION

The Contractor shall perform frequent and regular safety inspections of the job site, materials, and equipment, and shall correct deficiencies.

#### 1.11 FIRST AID TRAINING

Every Contractor foreman's work crew must include an employee who has a current first aid certificate from the Mine Safety and Health Administration, American Red Cross, or other state-approved organization.

#### 1.12 REPORTS

Each Contractor is to maintain an accurate record of all job-related deaths, diseases, or disabling injuries. The records shall be maintained in a manner approved the Engineer. A copy of all reports is to be provided to the Engineer. All fatal or serious injuries are to be reported immediately to the Engineer who will contact the City of Greenville's Risk Manager; and every assistance is to be given in the investigation of the incident, including submission of a comprehensive narrative report to the Engineer. Other occurrences with serious accident potential, such as equipment failures, slides, and cave-ins, must also be reported immediately. The Contractor is to assist and cooperate fully with the Engineer and City's Risk Manager in conducting accident investigations. The Engineer is to be furnished all information and data pertinent to investigation of an accident.

## PART 2 - FIRST AID AND MEDICAL FACILITIES

2.1 FIRST AID KITS. A 16-unit first aid kit approved by the American Red Cross is to be provided at accessible, well-identified, locations at the ratio of at least one kit for each 25 employees. The first aid kits are to be moisture-proof and dust-tight, and the contents of the kits are to be replenished as used or as they become ineffective or outdated.

2.2 EMERGENCY FIRST AID. At least one employee certified to administer emergency first aid must be available on each shift and duly designated by the Contractor to care for injured employees. The names of the certified employees shall be posted at the job site.

2.3 COMMUNICATION AND TRANSPORTATION. Prior to the start of work, the Contractor is to make necessary arrangements for prompt and dependable communications, transportation, and medical care for injured employees. At least one stretcher and two blankets shall be readily available for transporting injured employees.

2.4 FIRST AID AND MEDICAL REPORTS. The Contractor is to maintain a record system for first aid and medical treatment on the job site. Such records are to be readily available to the Contracting Officer and are to include--

- a. A daily treatment log listing chronologically all persons treated for occupational injuries and illnesses;
- b. Cumulative record of injury for each individual;
- c. Monthly statistical records of occupational injuries, classified by type and nature of injury; and
- d. Required records for worker's compensation.

2.5 SIGNS AND DIRECTIONAL MARKINGS. Adequate identification and directional markers are to be provided to readily denote the location of all first aid stations.

2.6 EMERGENCY LISTING. A listing of telephone numbers and addresses of doctor, rescue squad, hospital, police, and fire departments is to be provided at all first aid locations.

## PART 3 - PHYSICAL QUALIFICATION OF EMPLOYEES

3.1 GENERAL REQUIREMENTS. Persons employed throughout the contract are to be physically qualified to perform their assigned duties. Employees must not knowingly be permitted or required to work while their ability or alertness is impaired by fatigue, illness, or any other reason that may jeopardize themselves or others.

3.2 HOIST OPERATIONS. Operators of cranes, cableways, and other hoisting equipment shall be examined annually by a physician and provided with a certification stating that they are physically qualified to safely operate hoisting equipment. The Contractor is to submit a copy of each certification to the Contracting Officer.



3.3 MOTOR VEHICLE OPERATORS. Operators of motor vehicles engaged primarily in the transportation of personnel are to be 18 years of age or older and have a valid state operator's permit or license for the equipment being operated. The operators must have passed a physical examination administered by a licensed physician within the past year showing that they are physically qualified to operate vehicles safely.

#### PART 4 - PERSONAL PROTECTIVE EQUIPMENT

4.1 HARDHAT AREAS. The entire job site, with the exception of offices, shall be considered a hardhat area. All persons entering the area are, without exception, required to wear hardhats.

The Contractor shall provide hardhats for visitors entering hardhat areas.

4.1.1 LABELS. Hardhats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

4.2 POSTING. Signs, at least 3 by 4 feet, worded as follows, with red letters (minimum 6 inches high) and white background shall be erected at access points to designated hardhat area:

**CONSTRUCTION AREA  
HARDHATS REQUIRED  
BEYOND THIS POINT**

These signs are to be furnished and installed by the Contractor at entries to shops, construction yards, and job access points.

#### PART 5 - MACHINERY AND MECHANIZED EQUIPMENT

5.1 SAFE CONDITION. Before any machinery or mechanized equipment is initially used on the job, it must be inspected and tested by qualified personnel and determined to be in safe operating condition and appropriate for the intended use. Operators shall inspect their equipment prior to the beginning of each shift. Any deficiencies or defects shall be corrected prior to using the equipment. Safety equipment, such as seatbelts, installed on machinery, is to be used by equipment operators.

5.2 TAGGING AND LOCKING. The controls of power-driven equipment under repair are to be locked. An effective lockout and tagging procedure is to be established, prescribing specific responsibilities and safety procedures to be followed by the person or persons performing repair work.

5.3 OPERATIONS, RIDING ON EQUIPMENT, GETTING ON OR OFF EQUIPMENT, HOURS OF OPERATION

5.3.1 OPERATORS. Machinery and mechanized equipment shall be operated only by authorized qualified persons.

5.3.2 RIDING ON EQUIPMENT. Riding on equipment by unauthorized personnel is prohibited. Seating and safety belts shall be provided for the operator and all passengers.

5.3.3 GETTING ON OR OFF EQUIPMENT. Getting on or off equipment while the machinery is in motion is prohibited.

5.3.4 HOURS OF OPERATION. Except in emergencies, an equipment operator shall not operate any mobile or hoisting equipment for more than 12 hours without an 8-hour rest interval away from the job.

## 5.5 ROLLOVER PROTECTIVE STRUCTURES (ROPS)

5.5.1 ROLLOVER PROTECTIVE STRUCTURES. OSHA 1926, Subpart W, Overhead Protection, Sections 1000 and 1002, are applicable regardless of the year in which the equipment was manufactured and regardless of the stuck capacity of the equipment.

5.5.2 EQUIPMENT REQUIRING ROPS. The requirement for ROPS meeting 5.5.1 above applies to crawler and rubber-tired tractors such as dozers, push-and-pull tractors, winch tractors, tractors with backhoes, and mowers; off-highway, self-propelled, pneumatic-tired earthmovers, including scrapers, motor graders and loaders; and rollers, compactors, and water tankers (excluding trucks and cabs). These requirements shall also apply to agricultural and industrial tractors and similar equipment.

### 16. SUBLETTING:

The Engineer reserves the right to waive any subcontracting limits whenever it is deemed to be in the best interest of the City. The limits can be waived only upon written approval from the Engineer.

### 17. TERMINATION FOR CONVENIENCE:

The City may terminate the contract upon ten days written notice to the Contractor without cause. Any project assigned prior to the termination notice shall be completed and the Contractor will be paid in accordance with the terms of this contract.

### 18. CARE OF WORK:

The Contractor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges and culverts, or other works as may be necessary for the protection of the public including but not limited to barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault, emission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

### 19. CLEANING UP:

Before acceptance of the project, or as directed by the Engineer, roadway, borrow sources, waste areas, and all ground occupied by the Contractor within the project limits in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment.

20. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) 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) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

21. INSURANCE REQUIREMENTS:

**Contractor's Liability and Other Insurance:**

The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business with the State of North Carolina, such insurance as will protect him from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the contractors operations under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below.

**Automobile** - Bodily injury and property liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

**Commercial General Liability** - Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operations of this contract whether such operations are performed by the contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and

contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground property damage (XC&U). The coverage shall be on an occurrence basis.

**Worker's Compensation and Employers Liability** - Shall meet the statutory requirement of the State of North Carolina, in the amount of \$100,000 each accident and disease - each employee and \$500,000 disease policy limit.

At the time of execution of the contract, the contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the City thirty (30) days advance written notice by registered mail.

The contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the contractor from providing full insurance coverage on all phases of the projects, including any that are sublet.

When certain work is to be performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

22. PRECONSTRUCTION CONFERENCE:

A preconstruction conference will be scheduled as soon as practical after the award of the contract. The Contractor shall attend the conference along with the prospective job superintendent; any anticipated major subcontractors and major material suppliers. A proposed progress schedule in a form satisfactory to the Engineer and a statement of the anticipated monthly progress payments showing the percent of progress each month shall be submitted. The Contractor shall also provide at least two (2) local telephone numbers which may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the Engineer.

23. SPECIFICATIONS PROVIDED:

The Contractor will be provided with two (2) sets of specifications. Additional sets may be obtained at the cost of printing.

24. PERIODIC PAYMENTS:

The City will make periodic payments based on the work progress estimates prepared by the Engineer and the payment request submitted by the Contractor on a monthly schedule established by the Engineer. Payment will be made within twenty (20) calendar days after receipt of a correct payment request.

For contracts less than \$50,000, partial payments may be made twice each month if in the judgment of the Engineer the amount of work performed is sufficient to warrant such payment. No partial payment will be made when the total value of the work performed since the last partial payment, excluding mobilization, amounts to less than \$1,000.00.

Partial payment requests submitted at the end of a quarter, fiscal year or final payment, shall be accompanied by a North Carolina Local Sales or Use Tax Statement for the prime contractor and all subcontractors. Payment requests and tax statements shall be submitted on an original “Application and Certificate for Payment”, AIA Document G702, and “Continuation Sheet”, AIA Document G703. A form is shown at the end of this section. The tax statement shall show the N.C. Sales Tax and Greenville County tax paid. It shall also list any payments made directly to the North Carolina Department of Revenue. If no tax has been paid during the pay request period, "NONE" shall be entered on the tax form. Each statement shall be signed by a company officer and certified by a Notary Public.

The Contractor shall have a copy of his current payment request on the job site, which may be reviewed by subcontractors upon request.

The Contractor can use a form other than the AIA Document G702 as long as it has a statement that the Contractor certifies the application for payment or adds the following statement to each request for payment:

“I hereby certify that the labor and materials listed on this request for payment have been used in the construction of the Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site; and that all lawful charges for labor, materials, etc., covered by previous Certificates for Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within (10) calendar days from receipt of this partial payment from OWNER.”

25. GUARANTEE:

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. A six (6) month and eleven (11) month inspections will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months of repair of the item.

26. PROJECT CLOSEOUT DOCUMENTS:

**The Contractor shall provide the following documents with the final payment request:**

1. Consent of Surety to Final Payment (Contracts equal to or exceeding \$100,000)
2. Contractor's Release and Waiver of Claim
3. N.C. and Pitt Co. Sales or Use Tax Statements and Certifications
4. Itemized Statement of Payments Made to Minority and Women's Business Enterprises (Notarized)

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

27. SALES TAX

Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.

The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the Owner may recover the amount of the tax permitted under the law.

It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales tax paid by the Contractor and each of his Subcontractors. Such evidence shall be transmitted to the Owner.

The documentary evidence shall consist of a certified statement, by the Contractor and each of his subcontractors individually showing total purchases of materials for each separate vendor and total sales taxes paid each vendor. Certified statement must show the invoice number, or numbers, covered and inclusive dates of such invoices.

28. E-VERIFY COMPLIANCE

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

29. CHANGE OF CONTRACT TIMES DUE TO WEATHER CONDITIONS

For each planned workday in which Contractor's controlling operation is delayed due to weather conditions as defined in Paragraph 3.h of the Standard Special Provisions, Owner shall extend the Contract Time one day, provided Contractor submits a Claim for adjustment in Contract Time in accordance with the provisions of Paragraph 10.05 of the General Conditions.

Additionally, in instances where Contractor considers site conditions of the project unworkable for two or more consecutive days due to weather conditions from a single-day weather event, including the day of the event, Contractor shall include such day(s) in his Claim for adjustment in Contract Time.

*Example: A significant rain event producing 4" of precipitation over two hours begins and ends on Wednesday during the Contract Time. Contractor determines site conditions due to this single-day event prevent work on the controlling operation on the subsequent Thursday and Friday. Contractor submits a Claim for adjustment in Contract Time of three days.*

Contractor shall provide documentation with the Claim indicating the additional day(s) impacted by the single-day event was a planned workday, how the single-day event impacted the site and controlling operation, and any other documentation to support Contractor's request.

Owner shall not provide an adjustment in Contract Time due to weather delays for weekends, City holidays, or any other days known to be Non-workdays.

Should Contractor fail to submit his Claim within the timeframe provided in Paragraph 10.05 of the General Conditions, any extension of the Contract Time for the occurrence in question shall be solely determined by Engineer.”

30. COLLECTION AND SUBMITTAL OF RAINFALL DATA

Contractor shall provide an accurate rain gauge at an uncovered location of the project site and shall record readings each day for the duration of the project. Contractor shall provide a copy of recorded rainfall data monthly with each application for payment.

Contractor shall be required to record rainfall data on weekends, City holidays, and times during which Contractor has demobilized from the project. Should instances arise in which weather conditions of one day, as defined in Paragraph 3.h of the Standard Special Provisions, cause allegedly unworkable site conditions for subsequent planned workdays, and Contractor fails to record rainfall data, Engineer will use rainfall data recorded by the weather stations located at the Greenville Utilities Commission’s Water Treatment Plant for purposes of considering a Claim for adjustment in Contract Time in the absence of Contractor-submitted rainfall data.

31. WORK OUTSIDE NORMAL WORK HOURS

For purposes of the submitting bids, Contractor shall consider that all work requiring immediate inspection will be performed during normal work hours as defined in Paragraph 3 of this section. Upon written request by the Contractor, work outside of these hours may be approved at the discretion of the City Engineer. Should the Contractor make such request and the City Engineer approve the request, the Contractor shall reimburse the City at a rate of \$80 per hour for the Inspector’s time outside normal work hours, and such reimbursement shall be deducted from the next partial payment request.

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## **SECTION 01010 - PROJECT REQUIREMENTS**

### **RELATED DOCUMENTS:**

The general provisions of the Contract, including the General and Special Conditions and Division-1 Specification sections apply to work of this section.

### **GENERAL DESCRIPTION OF WORK:**

Work shall be as included in the Advertisement for Bidders elsewhere in this contract.

### **OTHER CONSTRUCTION CONTRACTS:**

Work at the site performed by others under separate contracts includes the following:

Relocation of Utilities (Electric, Telephone, Etc.)  
Adjust Signal Wiring Box, Cable Pedestal, Electric Vault Box, Telephone Manhole  
Associated Miscellaneous Work

### **COORDINATION:**

The CONTRACTOR shall plan, schedule, and coordinate his operations in a manner, which will facilitate the simultaneous progress of the Work included under Other Construction Contracts outside the scope of these Contract Documents.

### **RESPONSIBILITY FOR MATERIALS AND EQUIPMENT:**

Items Furnished by CONTRACTOR: The CONTRACTOR shall be fully responsible for all materials and equipment, which he has furnished, and shall furnish necessary replacements at any time prior to expiration of the Guaranty Period.

### **OFF-SITE STORAGE:**

Off-site storage arrangements shall be acceptable to the OWNER for all materials and equipment not incorporated into the work but included in Applications for Payment. Such off-site storage arrangements shall be presented in writing, and shall afford adequate and satisfactory security and protection. Off-site storage facilities shall be accessible to the ENGINEER.

### **EQUIVALENT MATERIALS AND EQUIPMENT:**

Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specified item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' products may be accepted provided sufficient information is submitted to allow the ENGINEER to determine that the products proposed are equivalent to those named.

Requests for review of equivalency will not be accepted from anyone except the CONTRACTOR, and such requests will not be considered until after the Contract has been awarded.

Proposed equivalent and or equal items shall be submitted for review by the procedure set forth in Item No. 10 of the Instructions to Bidders (IB-4 and IB-5).

It is the intent of these specifications to insure that materials and equipment of the highest reliability are supplied. The design of the overall product and selection of materials and equipment included in these specifications have been based upon dimensions, structures, connection wiring, etc. required for the first manufacturer listed in every reference to a quality standard. If material or equipment of another manufacturer (including alternatives specifically referenced) is offered, the cost of any changes in structures, building, piping, wiring, etc., as well as any detailed drawings necessary to show such required changes, shall be borne by the CONTRACTOR with no additional cost to the Owner.

**SALVAGE OF MATERIALS AND EQUIPMENT:**

Existing materials and equipment removed, and not reused, as a part of the Work shall become the CONTRACTOR's property except the following items which shall remain the Owner's property:

- Fire Hydrants
- Castings
- Utility Boxes
- Signs

Salvaged items not to be reused in the Work, but to remain Owner's property, shall be delivered by CONTRACTOR in good condition to Greenville Utilities Commission Operations Center or to the City of Greenville Public Works Department (depending upon the salvaged item).

The CONTRACTOR shall carefully remove in a manner to prevent damage all materials and equipment specified or indicated to be salvaged and reused or to remain property of the OWNER. He shall store and protect salvaged items specified or indicated to be reused in the Work.

Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced by the CONTRACTOR in kind or with new items.

The CONTRACTOR may at his option furnish and install new items in lieu of those specified or indicated to be salvaged and reused, in which case such removed items will become the CONTRACTOR's property.

Existing materials and equipment removed by the CONTRACTOR shall not be reused in the Work except where so specified or indicated.

**LAND FOR CONSTRUCTION PURPOSES:**

The CONTRACTOR will be permitted to use available land belonging to the OWNER, on or near the site of the Work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas so used shall be as indicated on the drawings.

The CONTRACTOR shall immediately move stored material or equipment if any occasion arises, as determined by the OWNER, requiring access to the storage area. Materials or equipment shall not be placed on the property of the OWNER until the OWNER has agreed to the location to be used for storage.

### **EASEMENTS AND RIGHTS-OF-WAY:**

The OWNER will provide the easements and right-of-way for construction. The CONTRACTOR shall confine his construction operations within the limits indicated on the drawings, and shall use due care in placing construction tools, equipment, excavated materials and pipeline materials and supplies, so as to cause the least possible damage to property and interference with traffic.

On Private Property: Easements across private property are indicated on the drawings. The CONTRACTOR shall set stakes to mark the boundaries of construction easement across private property. The stakes shall be protected and maintained until completion of construction and cleanup.

Work within Highway Right-of-way: The OWNER shall obtain Permits. All Work performed and all operations of the CONTRACTOR, his employees or subcontractors, within the limits of highway right-of-way, shall be in conformity with the requirements and be under the control (through the OWNER) of the highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

### **OPERATION OF EXISTING FACILITIES:**

The existing utilities must be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained from the OWNER in advance and portions of the existing facilities may be taken out of service for short periods corresponding with periods of minimum service demands.

### **NOTICES TO OWNERS AND AUTHORITIES:**

The CONTRACTOR shall, as provided in General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may affect them.

When it is necessary to temporarily deny access by owners or tenants to their property, the CONTRACTOR shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit their inconvenience.

Utilities and other concerned agencies shall be contacted at least 48 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines. The CONTRACTOR shall contact NC ONE-CALL 48 hours prior to any excavation. Locations of existing utilities by NC ONE-CALL are good for only ten (10) days after the date of location.

### **EXISTING CITY STREETS:**

The Contractor shall provide for the removal and relocation of existing street signs located within the rights of way to allow for construction of sidewalk or utility adjustment. A separate pay item for this work will not be included. Any cost associated with this work should be included in the cost of the sidewalk construction.

### **UNFAVORABLE CONSTRUCTION CONDITIONS:**

During unfavorable weather, wet ground or other unsuitable construction conditions, the CONTRACTOR shall confine his operations to work that will not be affected adversely by such conditions. No portion of

the Work shall be constructed under conditions that would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the CONTRACTOR to perform the Work in a proper and satisfactory manner.

**CLEAN UP:**

The CONTRACTOR shall keep the premises free at all times from accumulations of waste materials and rubbish. The CONTRACTOR shall provide adequate trash receptacles about the site, and shall promptly empty the containers when filled.

Construction materials stored on the site shall be kept off the ground, neatly stacked, protected from rain and sun when required by the ENGINEER, and the area around the stored materials shall be kept free of trash, weeds and brush.

The CONTRACTOR shall neatly stack construction materials, such as concrete forms and scaffolding when not in use. The CONTRACTOR shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, cleaning solutions, etc. from surfaces to prevent marring or other damage. Volatile wastes shall be properly stored in covered metal containers and removed daily.

Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and anti-pollution laws.

Adequate cleanup shall be a condition for recommendation of progress payment applications.

**APPLICABLE CODES:**

References in the Contract Documents to local codes mean the North Carolina State Building Code, City of Greenville Manual of Standard Designs and Details, Greenville Utilities Commission Manual for Design and Construction of Water and Wastewater System Extensions, North Carolina Department of Transportation, and any applicable County or municipal codes.

Other standard codes, which apply to the Work, are designated in the specifications.

**REFERENCE STANDARDS:**

Reference to the standards of any technical society, organization or association, or to codes of local or state authorities, shall mean the latest standard, code, specification or tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

**ABBREVIATIONS AND SYMBOLS:**

Abbreviations used in the Contract Documents are defined as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute

ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineer
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
APWA	American Public Works Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DEM	Division of Environmental Management of the NC Department of Environment, Health and Natural Resources
DEH	Division of Environmental Health of the NC Department of Environment and Natural Resources
Fed Spec	Federal Specifications
NCDOT	North Carolina Department of Transportation
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSPC	National Standard Plumbing Code
OSHA	Occupational Safety and Health Administration
PCI	Prestressed Concrete Institute
PS	Product Standard
SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories
US	U. S. Bureau of Standards

**PRECONSTRUCTION CONFERENCE:**

Prior to the commencement of work at the site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by:

The CONTRACTOR and his superintendent

Principal Subcontractors

City of Greenville Representatives

Representatives of Greenville Utilities Commission

Governmental representatives as appropriate

Others as requested by CONTRACTOR, OWNER, or ENGINEER

Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the conference a tentative schedule for each of the following:

Progress

Procurement

Values for Progress Payment purposes

Shop Drawings and other submittals

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

CONTRACTOR's tentative schedules

Transmittal, review, and distribution of CONTRACTOR's submittals

Processing applications for payment

Maintaining record documents

Critical Work sequencing

Field decisions and Change Orders

Use of premises, office and storage areas, security, housekeeping, and Owner's needs

Major equipment deliveries and priorities

CONTRACTOR'S assignments for safety and first aid

The ENGINEER will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

**PROGRESS MEETINGS:**

Regular progress meetings will be held at an agreed time and place at least monthly and at other times as requested by ENGINEER or required by progress of the Work. The Owner, Contractor, Engineer and all subcontractors active on the site shall be represented at each meeting. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling and resolve other problems, which may develop.

**SITE ADMINISTRATION:**

The Contractor shall be responsible for all areas of the site used by him, by other contractors, and all subcontractors in the performance of the Work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to the OWNER or others.

The CONTRACTOR has the right to exclude from the site all persons who have no purpose related to the Work or its inspection, and may require all persons on the site (except Owner's employees and ENGINEER) to observe the same regulations, as he requires of his employees.

**END OF SECTION 01010**

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## SECTION 01090 - REFERENCE STANDARDS

### PART 1 -- GENERAL

#### 1.01 THE REQUIREMENT

A. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date of receipt of Bids.

B. All materials, products, and procedures used or incorporated in the work shall be in strict conformance with applicable codes, regulations, specifications, and standards.

C. A partial listing of codes, regulations, specifications, and standards includes the following:

Air Conditioning and Refrigeration Institute (ARI)

Air Diffusion Council (ADC)

Air Moving and Conditioning Association (AMCA)

The Aluminum Association (AA)

American Architectural Manufacturers Association (AAMA)

American Concrete Institute (ACI)

American Gear Manufacturers Association (AGMA)

American Hot Dip Galvanizers Association (AHDGA)

American Institute of Steel Construction, Inc. (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Society of Civil Engineers (ASCE)

American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE)

American Society of Mechanical Engineers (ASME)

American Society for Testing and Materials (ASTM)

American Standards Association (ASA)

American Water Works Association (AWWA)

American Welding Society (AWS)

American Wood-Preservers Association (AWPA)  
Anti-Friction Bearing Manufacturers Association (AFBMA)  
Consumer Product Safety Commission (CPSC)  
Factory Mutual (FM)  
Federal Specifications  
Instrument Society of America (ISA)  
Institute of Electrical and Electronics Engineers (IEEE)  
National and Local Fire Codes  
Lightning Protection Institute (LPI)  
National Electrical Code (NEC)  
National Electrical Manufacturer's Association (NEMA)  
National Electrical Safety Code (NESC)  
National Electrical Testing Association (NETA)  
National Fire Protection Association (NFPA)  
North Carolina State Building Code  
Regulations and Standards of the Occupational Safety and Health Act (OSHA)  
Southern Building Code Congress International, Inc. (SBCCI)  
Sheet Metal & Air Conditioning Contractors National Association (SMACNA)  
Standard Mechanical Code  
Standard Plumbing Code  
Uniform Building Code (UBC)  
Underwriters Laboratories Inc. (UL)

D. Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.

E. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on-site by the Contractor.

**PART 2 -- PRODUCTS**

(NOT USED)

**PART 3 -- EXECUTION**

(NOT USED)

**END OF SECTION 01090**

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## SECTION 01150 – UNIT PRICES

### RELATED DOCUMENTS:

**The general provisions of the Contract, including the General, Supplementary Conditions and Division-1 Specification sections apply to work of this section.**

### SCOPE:

This section covers methods of payment for items of Work under this Contract.

### GENERAL:

The Total Bid Price for each part of the Project shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction plant, equipment and tools; and performing all necessary labor and supervision to fully complete the Work shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of CONTRACTOR and all costs in connection therewith shall be included in the prices bid.

### ESTIMATED QUANTITIES:

All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore. Payment will be made or lump sum prices adjusted according to unit prices bid and as described below.

### CCTV PRE INSPECTION

The unit price bid for this item shall be based on the linear footage of pipe inspected and shall include video (CCTV) inspection of the existing pipe(s) and structures to assure that the pipe conditions are acceptable for the type of work. The entire pipe, including the invert, shall be inspected and visible on the CCTV video file. The contractor shall provide CCTV video files and inspection forms to the owner for review and inspection prior to commencement of pipe lining work.

### CCTV POST INSPECTION

The unit price bid for this item shall be based on the linear footage of pipe inspected and shall include video (CCTV) inspection of the newly rehabilitated pipe and structure(s). The Contractor shall be required to clean the pipe after any repairs are complete, due to material or debris entering the pipe during construction. The entire pipe, including the invert, shall be inspected and visible on the CCTV video file. The contractor shall provide CCTV video files and inspection forms to the owner for review and inspection prior to commencement of pipe lining work.

### HEAVY PIPE CLEANING

The unit price bid for this item shall be based on an hourly rate and is defined as pipe cleaning that requires more than two (2) passes with the jetter. Heavy cleaning must be pre-approved by the City. Vac-trucks used for storm drain pipe cleaning can be decanted at pre-approved City facilities. Contractor shall coordinate with the City for locations and access to said facilities. Contractor shall keep records of all cleaning activities, and quantities dumped at City facilities.

### 18" CIPP LINING

The unit price bid for this item shall be based on the linear footage installed and accepted by the City. The Contractor shall furnish all labor, equipment and materials necessary to complete the lining of storm pipe as stipulated herein and as shown on the Contract Drawings. As becomes applicable to this specific Contract, the work shall include the preparation of the construction site, including cleaning and flushing of existing piping; protection of existing conditions during installation work; unloading; hauling; distributing and installation; testing of all pipe, etc. and other accessories as required for the proper installation; protection of the site during the life of the Contract, including protection of necessary watchmen, warning lights, barricades, traffic control, dust control and maintenance of detours, as needed; and finally, the cleanup of the work site, including maintenance of surfaces such as paving, and seeding, sodding and graveling, as needed, if damaged.

### 36" CIPP LINING

The unit price bid for this item shall be based on the linear footage installed and accepted by the City. The Contractor shall furnish all labor, equipment and materials necessary to complete the lining of storm pipe as stipulated herein and as shown on the Contract Drawings. As becomes applicable to this specific Contract, the work shall include the preparation of the construction site, including cleaning and flushing of existing piping; protection of existing conditions during installation work; unloading; hauling; distributing and installation; testing of all pipe, etc. and other accessories as required for the proper installation; protection of the site during the life of the Contract, including protection of necessary watchmen, warning lights, barricades, traffic control, dust control and maintenance of detours, as needed; and finally, the cleanup of the work site, including maintenance of surfaces such as paving, and seeding, sodding and graveling, as needed, if damaged.

### 36" SPINCAST LINING

The unit price bid for this item shall be based on the linear footage installed and accepted by the City. The Contractor shall furnish all labor, equipment and materials necessary to complete the lining of storm pipe as stipulated herein and as shown on the Contract Drawings. As becomes applicable to this specific Contract, the work shall include the preparation of the construction site, including cleaning and flushing of existing piping; protection of existing conditions during installation work; unloading; hauling; distributing and installation; testing of all pipe, etc. and other accessories as required for the proper installation; protection of the site during the life of the Contract, including protection of necessary watchmen, warning lights, barricades, traffic control, dust control and maintenance of detours, as needed; and finally, the cleanup of the work site, including maintenance of surfaces such as paving, and seeding, sodding and graveling, as needed, if damaged.

### PROBE GROUTING/SOIL STABILIZATION

The unit price bid for this item shall be based on the gallons of resin used to stabilize the underlying soil. Soil stabilization shall be performed by pumping the moisture-activated hydrophobic polyurethane resin through the steel pipes and into the underlying soils. Material shall be pumped down to elevations and in quantities as directed by the Engineer.

### PIPE BACKGROUTING (INCLUDING STRUCTURES)

The unit price bid for this item shall be based on the gallons of resin used to plug active leaks and fill voids in the structure. Back-grouting structure/pipe shall be performed by pumping the moisture-activated hydrophobic polyurethane resin in through the grout ports, filling voids as material flows out adjacent ports. Spin cast the structure to seal the interior and prevent infiltration. The structure inverts shall be built- up to match the existing pipe invert elevations.

### STORM STRUCTURE REHABILITATION, 0'-4' DEPTH

The unit price bid for this item shall be based on the number of basins rehabilitated and accepted by the City. Payment will be for the unit price each, to be paid under this item shall include basin from 0'- 4' depth. The contractor shall plug active leaks and fill voids via back grouting. Spin cast the structure to seal the interior and prevent infiltration. The structure inverts shall be built- up to match the existing pipe invert elevations.

### STORM STRUCTURE REHABILITATION, 4'-8' DEPTH

The unit price bid for this item shall be based on the number of basins rehabilitated and accepted by the City. Payment will be for the unit price each, to be paid under this item shall include basin from 4'- 8' depth. The contractor shall plug active leaks and fill voids via back grouting. Spin cast the structure to seal the interior and prevent infiltration. The structure inverts shall be built- up to match the existing pipe invert elevations.

TEMPORARY TRAFFIC CONTROL

Temporary Traffic Control will be paid for each project site that lane closures are necessary. Temporary Traffic control work, including but not limited to installation and removal of portable signs, cones, drums skinny drums, flaggers AFAD's, changeable message boards, truck mounted attenuators, and flashing arrow boards will be paid at the contract price for each day the Temporary Traffic Control is used. All traffic controls will be provided in accordance with the Manual for Uniform Traffic Control Devices (MUTCD) or NCDOT Standard Drawings for Road Construction requirements. Contractors are responsible for leaving work areas safe to motorists and pedestrians during non-working hours. Adequate provisions shall be made for the protection of traffic at all times.



## **SECTION 01300 - SUBMITTALS**

### **PART 1 - GENERAL**

#### **RELATED DOCUMENTS:**

The general provisions of the Contract, including the General and Special Conditions and Division-1 Specification sections apply to work of this section.

#### **CONSTRUCTION SCHEDULE:**

Before Work is started, the CONTRACTOR for Contract of the project shall submit to the ENGINEER for review three copies of the schedule of the proposed construction operations. The OWNER shall cooperate with the CONTRACTOR in arrangements for continuity of service and operation of valves and other control facilities. The construction schedule shall indicate the sequence of the Work, the time of starting and completion of each part, the installation date for each major item of equipment, and the time for making connections to existing piping, structures, or facilities.

At least every 30 days the schedule shall be revised as necessary to reflect changes in the progress of the Work. The schedule revisions will be discussed at the monthly progress meeting.

The OWNER may require the CONTRACTOR to add to his plant, equipment, or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during the construction period.

#### **PROGRESS REPORTS:**

A progress report shall be furnished to the ENGINEER with each copy of the application for progress payment. If the Work falls behind schedule, the CONTRACTOR shall submit additional progress reports at such intervals as ENGINEER may request.

Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed corrective actions. Any Work reported complete, but which is not readily apparent to the ENGINEER, must be substantiated with satisfactory evidence.

Each progress report shall also include three prints of the accepted graphic schedule marked to indicate actual progress.

### **SURVEY DATA:**

All field books, notes, and other data developed by the CONTRACTOR in performing surveys required as part of the Work shall be available to the ENGINEER for examination throughout the construction period. All such data shall be submitted to the ENGINEER with the other documentation required for final acceptance of the Work.

### **SHOP DRAWINGS, MATERIAL CERTIFICATES AND PRODUCT DATA:**

Engineering data covering all equipment and fabricated materials that will become a permanent part of the Work under this contract shall be submitted to the ENGINEER for review prior to installation.

Material Certificates are notarized statements by an official of the supplier certifying that the materials meet the specifications and are used in lieu of or in addition to shop drawings and product data.

All submittals, regardless of origin, shall be stamped with the approval of CONTRACTOR and identified with the name and number of the Contract, the CONTRACTOR's name, and references to applicable specification paragraphs and Contract Drawings. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.

The CONTRACTOR's stamp of approval is a representation to the OWNER and the ENGINEER that the CONTRACTOR accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed or coordinated each submittal with the requirements of the Work and the Contract Documents.

All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in the CONTRACTOR's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by CONTRACTOR (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.

The CONTRACTOR shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by ENGINEER have been taken into account. In the event that more than one resubmission is required because of failure of the CONTRACTOR to account for exceptions previously noted, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for review of the additional resubmissions.

Any need for more than one resubmission, or any other delay in obtaining the ENGINEER's review of submittals, will not entitle the CONTRACTOR to extension of the Contract Time unless delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of ENGINEER to return any submittal within 21 days after its receipt in the ENGINEER's office.

The ENGINEER's review of drawings and data submitted by the CONTRACTOR will cover only general conformity to the drawings and specifications, external connections, and dimensions, which affect the layout. The ENGINEER's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown. The ENGINEER's review of submittals shall not relieve the CONTRACTOR from responsibility for errors, omissions, or deviations, or responsibility for compliance with the Contract Documents.

Five copies (or one reproducible copy of large drawings) of each drawing and necessary data shall be submitted to the ENGINEER. The ENGINEER will not accept submittals from anyone but the CONTRACTOR. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.,) to indicate the sequence of the resubmittal.

**When the drawings and data are returned marked DISAPPROVED or RESUBMIT, the corrections shall be made as noted thereon and as instructed by the ENGINEER and five corrected copies (or one corrected reproducible copy) resubmitted.**

When corrected copies are resubmitted, the CONTRACTOR shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by the ENGINEER on previous submissions.

When the drawings and data are returned marked APPROVED AS NOTED, APPROVED, or RECORD COPY, no additional copies need be furnished.

**END OF SECTION 01300**

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Submittals

01300-4

Quality Control

01400-1

## SECTION 01400 - TEMPORARY FACILITIES

### **RELATED DOCUMENTS:**

The general provisions of the Contract, including the General and Special Conditions and Division-1 Specification sections apply to work of this section.

### **WATER:**

All water required for and in connection with the Work to be performed and for any specified tests of piping, equipment, devices, etc. or for any other use as may be required for proper completion of the Work shall be provided by and at the expense of the CONTRACTOR. No separate payment for water used or required will be made and all costs in connection therewith shall be included in the Bid.

### **POWER:**

The CONTRACTOR shall provide all power for operation of the CONTRACTOR's equipment, or for any other use by CONTRACTOR.

### **SANITARY FACILITIES:**

The CONTRACTOR under Contract shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the Project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. The CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.

### **MAINTENANCE OF TRAFFIC:**

The CONTRACTOR shall conduct his work to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, the CONTRACTOR shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when CONTRACTOR has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

In making open cut street crossings, the CONTRACTOR shall not block more than one-half of the street at a time. Whenever possible, the CONTRACTOR shall widen the shoulder on the opposite side to facilitate traffic flow. Temporary surfacing shall be provided as necessary on shoulders.

### **BARRICADES:**

All sidewalks, driveways, streets, and other public thoroughfares that are closed to traffic or pedestrians shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public street on each side of the blocked section.

All open trenches and other excavations shall have suitable barricades, signs, and lights to provide adequate protection to the public. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated with warning lights from sunset to sunrise. Material storage and conduct of the Work on or alongside public streets and highways shall cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway right-of-way, as required by the authority having jurisdiction thereof.

### **FENCES:**

All existing fences affected by the Work shall be maintained by the CONTRACTOR until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the Work across any tract of land, the CONTRACTOR shall restore all fences to their original or to a better condition and to their original location.

### **PROTECTION OF PUBLIC AND PRIVATE PROPERTY:**

The CONTRACTOR shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by their construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

No trees shall be removed outside of the permanent easement, except where authorized by the ENGINEER. Whenever practicable the CONTRACTOR shall tunnel beneath trees in yards and parking areas when on or near the line of trench. Hand excavation shall be employed as necessary to prevent

injury to trees. Trees left standing shall be adequately protected against damage by construction operations.

The CONTRACTOR shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the Work or any part or site thereof, whether by him or his Subcontractors. The CONTRACTOR shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

#### **DAMAGE TO EXISTING PROPERTY:**

The CONTRACTOR will be held responsible for any damage to existing structures, Work, materials or equipment because of his operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, OWNER.

The CONTRACTOR shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

The CONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or personnel to or from the Work. The CONTRACTOR shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

#### **TREE AND PLANT PROTECTION:**

All trees and other vegetation that must be removed to perform the Work shall be removed and disposed of by the CONTRACTOR; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the drawings. All trees and plants not removed shall be protected against injury from construction operations.

Trees considered by the ENGINEER to have any significant effect on construction operations are indicated on the drawings and those, which are to be preserved, are so indicated.

The CONTRACTOR shall take extra measures to protect trees designated to be preserved, such as erecting barricades, trimming to prevent damage from construction equipment, and installing pipe and other Work by means of hand excavation or tunneling methods. Such trees shall not be endangered by stockpiling excavated material or *storing equipment within the drip-line of the tree or* against the trunk.

When the injury or removal of trees designated to be preserved cannot be avoided, or when removal and replacement is indicated on the drawings, each tree injured beyond repair or removed shall be replaced with a similar tree of the nearest size possible.



All trimming, repair, and replacement of trees and plants shall be performed by qualified nurserymen or horticulturists. *Any trimming or removal of any tree within the right-of-way requires a permit obtained through the Urban Forester (329-4531).*

**SECURITY:**

The CONTRACTOR shall be responsible for protection of the site, and all work, materials, equipment and existing facilities thereon, against vandals and other unauthorized persons.

No claim shall be made against the OWNER by reason of any act of an employee or trespasser, and the CONTRACTOR shall make good all damage to the Owner's property resulting from his failure to provide security measures as specified.

Security measures shall be at least equal to those usually provided by the OWNER to protect his existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, watchman services and other measures as required to protect the site.

**PARKING:**

The CONTRACTOR under Contract shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations or construction activities.

**TEMPORARY DRAINAGE PROVISIONS:**

The CONTRACTOR shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the site, and adjacent property.

**NOISE CONTROL:**

The CONTRACTOR shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

**EROSION CONTROL:**

The CONTRACTOR shall be familiar with the applicable provisions of the North Carolina Sedimentation Pollution Control Act of 1973, General Statutes, Chapter 113A, and Article 4. The CONTRACTOR shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.

Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation preserved to the greatest extent practicable. Temporary fast growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

**POLLUTION CONTROL:**

The CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

**END OF SECTION 01400**

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## **SECTION 01575 – MAINTENANCE AND PROTECTION OF TRAFFIC**

### **PART 1 - GENERAL**

#### **1.1 SCOPE OF WORK**

- A. Work of this section shall be performed in accordance with the requirements of the North Carolina Department of Transportation.
- B. Provide necessary traffic control measures and devices as required.
- C. Provide all bonds necessary to complete the work as the North Carolina Department of Transportation requires.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIALS**

- A. All traffic control measures and devices shall conform to the requirements of the North Carolina Department of Transportation's Specifications, more specifically, the N.C.D.O.T. Construction and Maintenance Operation Supplement to the Manual on Uniform Traffic Control Devices, as amended.

### **PART 3 - EXECUTION**

#### **3.1 IMPLEMENTATION**

- A. All traffic control measures and devices shall conform to the requirements of the N.C.D.O.T. Specifications, more specifically, the N.C.D.O.T. Construction and Maintenance Operation Supplement to the Manual on Uniform Traffic Control Devices, as amended.
- B. The Engineer has the authority and will suspend all work immediately until all N.C.D.O.T. requirements are met.

#### **3.2 MAINTENANCE OF ACCESS**

- A. The Contractor is required to maintain resident's access to their property. At the close of the working day, all driveways will be restored to a usable condition. The Contractor

will fill the trench through the driveway so that the Owners will not damage vehicles when passing. Pavements will be replaced within five (5) working days.

- B. Additionally, the Contractor is required to maintain the mail carriers' access to mailboxes. At the close of each working day, all mailboxes and mailbox approaches will be restored to a usable condition as needed. Compacted fill and ABC stone shall be placed in front of and on approaches to the mailboxes as necessary and will be included in the cost per linear foot of pipe.
- C. The Contractor will coordinate his activities with the Owners' of adjacent properties so as to allow the residents an opportunity to remove their vehicles during periods when driveways are cut or paved and access is not possible.

**END OF SECTION 01575**

## PROJECT SPECIAL PROVISIONS:

### PSP-1. ON STREET PARKING:

Streets with on-street parking that conflicts with the proposed work must be signed “No Parking” at least 72 hours in advance of work commencing. It will be the responsibility of the contractor to obtain and install these signs according to his schedule. Signs must be official City of Greenville signs and may be obtained from the Engineering Department, Brandon Rountree Engineer 1 by calling 252-379-4474. Contacting NC811 for locates, as well as providing all supports, hardware, tools, equipment, etc. necessary to install and/or relocate the signs as needed shall be the responsibility of the contractor.

Signs shall be installed at the beginning and end of each street with on-street parking, on each side that provides such parking. Additional intermediate signs shall be placed within 50 feet of all intersecting streets and spaced not more than every 400 feet thereafter.

It shall be the responsibility of the contractor to maintain all signs obtained the City of Greenville. Should any signs be damaged during the work of the project, or should any signs not be returned, the City will assess a fee of \$200 per damaged or unreturned sign, and such fee shall be deducted from the next partial payment invoice.

### PSP-2. TRAFFIC CONTROL:

The Contractor shall be responsible for maintaining an approved Traffic Control Plan during the course of this work. The Traffic Control Plan implemented for this project shall be devised through a joint effort of the City Engineer, or designee, and the Contractor immediately prior to construction. **The Contractor at the pre-construction conference shall submit a complete Traffic Control Plan for each multi-lane street with ongoing construction.**

In all instances the Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. **All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation.** Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

All traffic control and traffic control devices shall conform to the requirements of the latest National Manual on Uniform Traffic Control Devices.

The Contractor is hereby advised that full compliance with the approved Traffic Control Plan will be required. Any modifications requested by the Contractor must meet the approval of the City Engineer or designee. **Failure to provide, implement and maintain the approved Traffic Control Plan as described above will result in an immediate verbal “Stop Work” order from the City Engineer or designee with no work continuing until necessary corrective measures have been performed.** Work stoppages shall be the expense of the Contractor and no additional payment shall be allowed. No additional contract extension days shall be provided to the Contractor due to the “Stop Work” order.

Flaggers stationed at each end of the work zone shall control traffic movements through lane closures on roads with two-way traffic. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. **Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.**

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

**PSP-3. VEHICULAR ACCESS:**

Maintain continuous and safe vehicular access, including but not limited to all residences, businesses, schools, police and fire stations, hydrants, other emergency services, hospitals and mailboxes. Conduct operations in such a manner as to limit the inconvenience to property owners.

**PSP-4. EMERGENCY SERVICES NOTIFICATION:**

Before any street being closed to traffic, the contractor shall notify the Emergency Services Dispatchers. The contractor may call the 911 system at 329-4315 and request that police, fire, Sheriff and EMT personnel be notified, or the contractor may call each service individually.

The contractor will make provisions for access to all parts of the work for emergency vehicles (police, rescue, fire). The contractor will help in providing personnel to deliver sanitary pickup cans and materials to a point where the City crew or City's contractor can load their carrier.

**PSP-5. WORK SCHEDULE:**

The Contractor shall be required to furnish an anticipated schedule of work at the time of the pre-construction conference. The schedule should be based on the priorities established by the City. No progress payments, including mobilization, shall be made to the contractor until the schedule is reviewed and approved by the City. The Construction Schedule will be updated every 4 weeks. Monthly progress payments will not be processed until the proposed monthly Construction Schedule is submitted with the monthly pay request.

This schedule will be subject to approval by the City Engineer or designee.

**\*\*\*Deviations from the agreed schedule will require re-notification of the public and may cause construction delays chargeable to the Contractor. \*\*\***

Contractor shall maintain continuous prosecution of the project. The City defines this as once construction commences, all available workdays will be used to complete this project as swiftly as possible. Failure to comply will result in liquidated damages being charged. **The Contractor shall not work on holidays or weekends at no cost to the City with any additional contract extension days being provided to the Contractor. The Contractor may ask to work on such holidays or weekends at the discretion of the Engineer, but will be subject to advance notice requirements and reimbursement for inspection services outside of normal working hours as outlined elsewhere herein.**

**PSP-6. PUBLIC RELATIONS:**

Good public relations are imperative to the City of Greenville. As a part of the public relations effort, the Contractor shall be required to hang “door knocker” type notices at affected residences or businesses at least 24 hours prior to paving operations. The “door knockers” shall be prepared by the Contractor and reviewed/approved by the City of Greenville. The notice shall show the correct date range, within reason, of the proposed paving. **Deviations from the agreed schedule will require re-notification of the public at least 24 hours prior to operations. Any STORMWATER PIPE REHABILITATION produced and or installed for this contract without “door knocker” type notices being placed at affected residences at least 24 hours prior to operations shall be done at the expense of the contractor and at no cost to the City with no additional contract extension days being provided to the Contractor.**

**PSP-7. INSPECTIONS:**

The Contractor shall clean all gutters, storm drainage boxes, driveways and other contract items of all dirt, debris, tack, and asphalt caused by contract construction. This shall be completed before final inspection will be made. The City will not inspect the improved areas until they are cleaned. Failure by the City to do final inspection if the areas are not cleaned shall not relieve the contractor of any liquidated damages.

**INSPECTION SCHEDULE**

1. Periodic inspections
2. End of project inspections (final punch list will be generated)
3. Final inspection is when all punch list items have been corrected
4. Inspection at the end of warranty period
5. Any additional inspections deemed necessary by the City.

**PSP-8. BYPASS PUMPING**

The Contractor will be responsible for all bypass pumping of pipe in preparation for repair methods if needed.

The Contractor shall de-water the pipe by diverting, pumping, or bypassing any waterflow through an existing pipe or drainage system prior to and during the proposed work. The method of bypass pumping is to be determined by the contractor but must be approved by the Engineer prior to implementing.



Bypass Pump will be given as an allowance, for all necessary water diversions or bypasses required to complete Pipe Rehabilitation work. Each instance of bypass pumping paid includes De-Watering for pre-inspection, installation, post inspections, and remediation (if necessary). All materials, equipment, labor, or other resources required to bypass a site shall be included in the unit price costs for bypass pumping. Unit price costs will be applied toward the allowance as necessary.

If de-water is deemed to be excessive the Contractor shall bring the item to the Engineers attention for review and approval prior to installing of additional de- watering equipment. If a well-point system is deemed necessary by the Engineer, it will be considered a changed condition.

Vac-trucks used for storm drain pipe cleaning can be decanted at pre-approved City facilities. Contractor shall coordinate with the City for locations and access to said facilities. Contractor shall keep records of all cleaning activities, and quantities dumped at City facilities.

**PSP-9. DEWATERING**

The Contractor will be responsible for all dewatering of the excavation area in preparation for the new pipe installation. Dewatering shall be considered incidental to the other bid items in this contract. No direct payment will be made for dewatering.

**PSP-10. CCTV PRE-INSPECTION & CLEANING**

It shall be the responsibility of the Contractor to video (CCTV) inspect the existing pipe(s) and structures to assure that the pipe conditions are acceptable for the type of work. If the CCTV inspection reveals any obstructions or any necessary point repairs required (e.g. heavy solids, dropped joints, protruding laterals or collapsed pipe), the Contractor shall notify the City immediately to resolve the obstruction. Refer to the Point Repair section of this section. The Contractor shall be required to clean the pipe prior to any inspection repair, as necessary. The contractor shall provide CCTV video files and inspection forms to the owner for review and inspection.

Any pipe cleaning that requires more than two (2) passes with the jetter shall be considered heavy cleaning, and billed at a separate hourly rate. Heavy cleaning must be pre-approved by the City.

**Pipe Inspection**

- All pipes and structures within the limits of the right of way shall be inspected. A pipe that extends beyond the roadway shall be inspected to the next drainage structure (Inspected only. Do not clean any pipes outside of right of way or drainage easements shown). Inspection of driveway culverts/pipe will not be required. Inspect all upstream and downstream pipes, fifty feet outside each intersection in all directions.
- Where possible, begin inspection in center of starting structure and video inside beginning structure (pan around) prior to moving down

- the pipe.
- Where possible, end inspection in center of end structure and video inside ending structure (pan around) prior to completing inspection
- Note all defects – PACP coding
- Pipe size & Material
- Pipe joint length
- Accurate begin and end structure labeling on video and on video file name that corresponds with mapping

Structure Cleaning and Inspection

- Inspect all structures within scope area and document all defects, determine the condition of the structure, and provided specific information needed to recommend corrective action.
- Be selective in which structures need cleaning; evaluate structure after adjoining pipe has been cleaned

Vac-trucks used for storm drain pipe cleaning can be decanted at pre-approved City facilities. Contractor shall coordinate with the City for locations and access to said facilities. Contractor shall keep records of all cleaning activities, and quantities dumped at City facilities.

**PSP-11. POST CCTV INSPECTION & CLEANING**

Upon completion of all work, the contractor shall record a CCTV inspection of the newly installed and/or repaired pipes and structures. The Contractor shall be required to clean the pipe after any repairs are complete, due to material or debris entering the pipe during construction. The entire pipe, including the invert, shall be inspected and visible on the CCTV video file. The contractor shall provide CCTV video files and inspection forms to the owner for review and inspection, prior to final payment.

Vac-trucks used for storm drain pipe cleaning can be decanted at pre-approved City facilities. Contractor shall coordinate with the City for locations and access to said facilities. Contractor shall keep records of all cleaning activities, and quantities dumped at City facilities.

**PSP-12. STORM STRUCTURE REHABILITATION:**

The contractor shall plug active leaks and fill voids via back grouting. Spin cast the structure to seal the interior and prevent infiltration. The structure inverts shall be built-up to match the existing pipe invert elevations.

**PSP-13. DISPOSAL PLAN**

The Contractor shall submit a Disposal Plan to the City a minimum of 10 days prior to the start of construction. The Disposal plan shall indicate how by-products and waste are to be contained, captured, transported offsite and disposed of in accordance with project permits and local, state and federal regulations. The Contractor shall place an impermeable barrier immediately upstream and downstream of the host pipe, prior to any internal repair method, to capture any possible raw product spillage during installation and shall dispose of any materials in accordance with the submitted disposal plan.

It shall be the Contractor’s responsibility to report and take appropriate corrective actions to remediate any water quality alteration resulting from internal pipe repair operations in accordance with project permits and applicable local, state and federal regulations.

The cost for creating, implementing and maintaining the Disposal Plan, including any necessary remediation, shall be considered incidental to the project and no additional payment will be allowed

**PSP-14. MATERIALS FOR JOINT SEAL, GROUTING AND SPINCAST**

The use of high density two-component polyurethane foams and/or resins will be considered and approved on a case by case basis, by the Engineer.

**Polyurethane Resin for Pipe and Structure Back-Grouting**

The medium used for pipe and structure back-grouting shall be a moisture-activated, hydrophobic polyurethane injection resin that carries an ANSI/NSF 61 Certification approving it for use in potable water applications. This material shall utilize a catalyst to activate timed expansion as required by the site conditions. The material shall meet the following physical properties:

Tensile Strength, ASTM D-3574 41 psi	Shrinkage, ASTM D-1042/ D-756 None
Tensile Elongation, ASTM D-3574 3.4%	Compressive Strength, ASTM C-39 (with fine sand) 970 psi
Viscosity @ 73°F - liquid 110-130 centipoise	Solids Content @ 73°F - liquid 100%

Sufficient material to perform the entire back-grouting, probe-grouting, or soil stabilization operation shall be in proper storage at the site prior to any field preparation, so that there shall be no delay in procuring the material for each day’s application.

**Mortar for Spin Casting**

**PSP-6**

The pipe lining / rehabilitation material shall meet all the following typical performance criteria when cured at 70°F (21°C):

1.	Compressive Strength, ASTM C 109 1 Day 7 Days 28 Days	3,000 psi (20.7 MPa) 6,000 psi (41.4 MPa) 8,000 psi (55.2 MPa)
2.	Bond Strength, ASTM C 8827 Days	2,000 psi (13.8 MPa)
3.	Flexural Strength, ASTM C 34828 Days	1,300 psi (9.0MPa)
4.	Modulus of Elasticity, ASTM C 469 106 psi (23.1 MPa)28 Days	3.35 x
5.	Length Change, ASTM C 157 28 Days Wet 28 Days Dry	+0.05% -0.15%
6.	Chloride Ion Permeability, ASTM C 1202 28 Days	Low
7.	Freeze / Thaw Resistance, ASTM C 666A cycles	90% RDM @ 300
8.	Working Time	30 minutes

**PSP-15. SUBMITTALS AND CERTIFICATIONS**

Submittals for all materials, manufacturer’s warranty, and a copy of the contractor’s confined safety plan as referenced herein shall be provided to the Project Engineer for approval one week prior to work being initiated. The Contractor shall furnish material certifications from the manufacturer that they meet or exceed the specifications as written here in. The reports can be used for material acceptance or the Engineer may perform independent verification testing. The reports shall not be interpreted as a basis for payment.

The Spin Cast mortar thickness shall be determined by a structural engineer, and be based upon the depth of the pipe. The contractor shall submit structural calculations supporting the proposed mortar thickness. No work shall be performed without express written approval by the Engineer/Owner. The Spin Cast liner system supplied by the contractor shall conform to the following requirements as supported by submitted design calculations;

- Shall list host pipe diameter ranges for which the product is applicable.

- Shall indicate corrosion potential/acid reaction potential.
- Shall provide hydraulic calculations comparing existing culvert to proposalculvert liner.
- Shall provide structural calculations.
- Shall list typical, minimum, maximum application thicknesses.
- Shall provide proof of initial Manning’s Number (n value for roughness in openchannel) of product.
- Shall list liner material type.
- Shall include documentation of specification or standard practice forinstallation.
- Shall give proof of long term and short term modulus, long term and short termstrength.
- The line pipe must carry one hundred (100) percent of the design load withouttaking into account the strength of the host pipe.
- Host pipe grouting is assumed to have no greater load bearing capacity thansurrounding soil.
- Traffic loading is HS-20. Neglect after 8 feet of cover on single barrel culvertsif span length is 8 feet or less. For multiple span culverts, the effects may be neglected where the depth of fill exceeds the distance between inside faces of end walls. See AASHTO LRFD Bridge Design Specifications for additional information.
- Minimum thickness for cementitious or geopolymer liner material is listed below (clear of corrugations and/or bolt heads).

Pipe Diameter	Minimum Spin Cast Mortar Thickness
36”	0.75”
42”- 48”	1.0”
54”and Greater	1.5”

Contractor shall provide approved applicator certification from manufacturers of all materials, as described herein. No work shall be performed without express written approval by the Engineer/Owner.

The Engineer, at his option, may take concrete mix samples for testing. If the material does not achieve the specified properties listed in the Materials section, the pipe liner may be rejected. Contractor shall submit a new work plan for the placement of material before replacing the rejected pipe.

- If there are visible defects in the pipe liner, submit a work plan for repairing the defects. Measure the length of the defect along the centerline of the culvert.
- If the length of the defect is 60 inches long or less, patch defects using the same cementitious material used in the work. Hand methods may be used.

- If the length is greater than 60 inches long, replace the defective length of the pipe liner for the full diameter of the pipe liner. Replace the defective length using machine methods.

Quality Control for other liner material will be determined per manufacture recommendations

The finish liner may be rejected if not continuous over its entire length and free from visual defects such as foreign inclusions, joint separations, cracks, insufficient liner thickness, material loss, roughness, deformation, dry spots, pin holes, insufficient bonding to host pipe, delamination, or other material or installation deficiencies as described herein.

Remedies for rejection of liner – In the event the post installation inspection reveals defects in localized areas of the liner pipe (comprising less than 20 percent of the pipe length) the localized defects shall be repaired as specified by the manufacturer. Where defects occur on 20 percent or more of the pipe length the defects shall be repaired, however, the Contractor will not be allowed to continue with his methodology of installation and/or the liner system used until he/she can demonstrate to the Engineer that he/she has remedied his/her operations to a sufficient level of quality as determined by the Engineer. All such remedial efforts shall be at the Contractor's expense. Further failure(s) to perform a proper installation may result in the disallowance of the use of that liner system and an adjustment in the cost or non-payment of the failed installations depending on the severity of the failure.

The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

#### **PSP-16. INSTALLATION**

The Contractor shall furnish all equipment and hardware necessary for the performance of the work in accordance with these specifications. All machines, tools and equipment used in the performance of work required by these specifications will be subject to the approval of the Engineer and maintained in a safe and satisfactory working condition at all times. Standard mortar mixers, compressors and pumps are required. A spin cast applicator is required.

Drills - Pneumatic drill/driver or an electric drill which shall be capable of drilling holes up to 1" in diameter or driving ½" diameter steel probes.

Pumping Unit - Portable pumping unit capable of injecting the polyurethane formulation behind pipe or into subsurface soils through steel probes. This pumping unit will be capable of controlling the delivery of polyurethane and have a maximum output capable of injecting material up to 3300 psi and a

minimum of 2/gpm behind the structure or into the subsurface soils as required.

## **PSP-17. CONSTRUCTION METHODS**

### **Cleaning and Preparation**

The Contractor shall determine size of structure pipe joints, areas to be back grouted, spin cast or depth of soils that may require treatment. All areas to be treated shall be approved by the Engineer. For structure sealing, the Contractor's personnel shall be properly trained to perform the work in accordance with OSHA confined entry requirements. Sanitary sewer manholes will be pressured washed prior to entering. All joints shall be wetted down with water prior to insertion of joint material. For back grouting structures, a series of 3/8" holes shall be drilled through the structure wall at each joint to be treated, in a circumferential spacing approved by the Engineer. Ports shall be placed in drilled holes to facilitate back grouting. For probe-grouting, 1/2" diameter steel pipes shall be driven in a grid pattern or at a spacing and a depth as approved by the Engineer. Divert water flow and then flush all material from pipe. Culvert inverts will be cleaned using high-pressure power washer and hand-brooming. Protruding areas in the invert caused by corrosion such as severe pitting or perforations will be either cut away and disposed of at the contractor's expense or hammered out so area no longer protrudes into pipe interior. Plug active leaks and fill voids as outlined below.

### **Back-grouting Structure/Pipe (Inside Pipe)**

Back-grouting structure/pipe shall be performed by pumping the moisture-activated hydrophobic polyurethane resin in through the grout ports, filling voids as material flows out adjacent ports. Material shall be properly mixed with the catalyst to react based on the site conditions and approval of the Engineer.

Drill 3/8" injection port holes at approximately 18" cc around the periphery of each joint. Clean holes by injecting water through a wand that will reach the back of the hole. Insert injection ports, flush water into the port holes, leaving the fittings off.

Mix the appropriate ratio of catalyst to hydrophobic polyurethane resin as the conditions require, following the recommended rates per the manufacturer. Apply first fitting to port in the bottom and pump resin at a pressure of 250 psi minimum or per manufacturer's instructions. When material begins to flow out of next port up, apply fitting and begin pumping in through that port, working around the entire perimeter of the joint.

### **Soil Stabilization**

Soil stabilization shall be performed by pumping the moisture-activated hydrophobic polyurethane resin through the steel pipes and into the underlying

soils. Material shall be pumped down to elevations and in quantities as directed by the Engineer.

### **Spin Casting**

Prepare mixer and mortar per manufacturers specifications. Pump and apply immediately after mixing. Position the spin cast applicator within the center of the pipe and commence pumping the mixed mortar into the spin caster. As the mortar begins to be centrifugally cast evenly around the interior, retrieve the spin cast applicator at the best speed for applying the thickness that has been specified. Thickness may be verified at any point. If additional thickness is desired at any location, place the spin cast applicator at that location, once initial placement is set and sufficiently hard, and recommence pumping and centrifugal casting until proper design thickness is achieved. Keep pump lines cool by spraying with cold water when temperatures are 90°F (32°C) or higher. Transfer mixed mortar from mixer to pump and immediately start next mix. Apply in suitable thickness of ¼ to 1 inch in single pass. Allow material to set and stiffen before applying subsequent pass. Due to the potential corrosion reactivity between cementitious materials and aluminum pipe, all aluminum pipe should be coated with a coal tar type coating (or similar material) prior to application of mortar.

### **Protection and Cleanup**

The Contractor shall be responsible for storage, clean-up, and removal from the work area all debris, waste, residual repair materials, and by-products generated by the preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

### **Basis of Payment**

The quantity of material to be paid for shall be the quantity actually used, based on the contract unit price shown on the bid form. Only those items shown on the bid sheet shall be paid for directly. All other labor, tool, equipment, and incidentals necessary for the completion of the project shall be considered incidental to the contract bid items.

## **PSP-18. CONFINED SPACE ENTRY**

The contractor and all laborers shall be certified per OSHA regulations for Confined Space Entry. All laborers shall wear full harnesses, meeting OSHA regulations with sufficient lengths of ½ -inch nylon rope tied off at entry. An outside supervisor shall be stationed at the entry during work inside pipe. Supervisor and crew shall communicate using standard-issue 2-way communication devices. The contractor is responsible for entry using a ladder or other acceptable means. Entry security is to be maintained by the contractor during the project and in coordination with the contracting officer. The



contractor is to submit copies of Confined Entry Safety plan to NCDOT engineer prior to commencement of work (see Submittals and Certifications). There will be no separate measurement or payment for any personnel, equipment or materials required to meet these regulations.

**PSP-19. WORK INCLUDED**

The Contractor shall furnish all labor, equipment and materials necessary to complete the rehabilitation of storm sewers as stipulated herein and as shown on the Contract Drawings. As becomes applicable to this specific Contract, the work shall include the preparation of the construction site, including cleaning and flushing of existing piping; protection of existing conditions during installation work; unloading; hauling; distributing and installation; testing of all pipe, etc. and other accessories as required for the proper installation; protection of the site during the life of the Contract, including protection of necessary watchmen, warning lights, barricades, traffic control, dust control and maintenance of detours, as needed; and finally, the cleanup of the work site, including maintenance of surfaces such as paving, and seeding, sodding and graveling, as needed, if damaged.

**PSP-20. INTENT**

It is the intent of this specification to provide for the rehabilitation of the designated pipes of various diameters and types as listed in the specifications by constructing a new cured-in-place pipe (CIPP) with the host pipe. The new CIPP shall be designed as a fully structural “standalone” pipe, not relying on the remaining strength of the old pipe to withstand long-term external and internal loading. The cured-in-place pipe (CIPP) shall provide flow capacity equal to or greater than 100% of the original pipe’s flow capacity when it was new. The design life of the CIPP shall be a minimum of 50 years.

The CIPP process is defined as the renewal of pipelines by installation of thermosetting resin impregnated flexible fit fiber tube coated on one side with polyurethane which is installed into the old pipeline utilizing a water pressure or air pressure. Curing is accomplished by circulating hot water or air/steam throughout the length of the inverted tube to cure the thermosetting resin into a hard impermeable pipe with the polyurethane coating on the inside surface of the new pipe. The pipe shall extend the full length of the original pipe and shall provide a structurally sound, jointless, close-fitting, and corrosion resistant cured-in-place pipe.

**PSP-21. GENERAL**

This specification references ASTM F-1216 which is made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and ASTM F- 1216, this specification shall govern. ASTM F-1216 shall govern when this specification does not address installation method and/or materials.

This specification consists of the method and process for furnishing all labor, materials, tools, equipment and incidentals to provide for the complete renewal of deteriorated pipe by the CIPP process that is to be installed by a licensed Installer.

Inversion: the process of turning the resin-impregnated tube inside out by the use of water pressure or air pressure.

Curing: Curing is accomplished by circulating hot water, UV, or air/steam throughout the length of the tube. CIPP shall extend the full length of the pipe reach being renewed and shall provide a structurally sound, impermeable, jointless, and close-fitting pipe.

Resin: The Installer shall furnish a polyester resin as specified by the resin manufacturer. In applications where a high degree of chemical resistance is required, vinyl ester, or in certain applications, epoxy resin systems may be required. CIPP when cured shall have the following minimum structural values when tested in accordance with ASTM F-1216 by an independent testing laboratory approved by the Engineer.

**Table 1 - Minimum CIPP Physical Characteristics**

Property	Minimum Values	Test Method
Flexural Strength	4,500 psi	ASTM D-790 Mod
Modulus of Elasticity	250,000 psi	ASTM D-790 Mod
Chemical Resistance	Loss not to exceed the above values	ASTM D-453

Tube: The tube shall be supplied by the system licensor to the licensed Installer in accordance with Section 5.1 of ASTM F-1216-93 and/or the latest version thereof.

Design Criteria: The CIPP thickness shall be calculated and designed based upon the following physical conditions of the old pipe to be renewed, unless otherwise specified:

All pipes shall be considered fully deteriorated.

All pipes shall be subjected to soil load of 120 lb. per cubic feet, with applicable live load, and water table three feet below the top of ground.

All pipes shall have a minimum of 2% ovality in circumference.

Conditions 1 and/or 3 above may change after the TV report, or later for case by case design considerations, if approved by the Engineer. The Engineer may also add, and/or modify, the above conditions based on field information and other considerations.

Corrections of failed new pipe or new pipe deemed unacceptable, as a result of the post video inspection, and/or test reports for structural values, thickness, chemical resistance, etc., shall always be the responsibility of the installer, at no extra cost to the Owner.

Method of correction/repair shall be approved by the Engineer with prior field demonstration, if required. It shall be understood that minimum criteria of the specification shall not be lowered to compromise with lower than the required values, unless approved in writing.

**The minimum CIPP thickness per pipe diameter is listed below.**

PSP-13

Pipe Diameter	Minimum CIPP Thickness
15"	7.5 mm
18"	9.0 mm
24"	12 mm
30"	13.5 mm

Pre-Installation Preparations: The following minimum preparation/steps shall be necessary, unless otherwise approved by the Engineer. Prior to the commencement of the actual new pipe inversion with approved new pipe thickness, the installer must receive specific work orders and instructions based on earlier television inspections. All point repairs must be coordinated with the City. The Engineer shall be informed of the impending work schedules for the new pipe installation.

Safety: The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving work on an elevated platform and entry into a confined space. It shall be the Installer's responsibility to familiarize all employees and associated personnel with OSHA standards and regulations pertaining to all aspects of the work.

**PSP-22. SUBMITTALS**

Submittals for all materials, manufacturer's warranty, and a copy of the contractor's confined safety plan as referenced herein shall be provided to the Project Engineer for approval one week prior to work being initiated. The Contractor shall furnish material certifications from the manufacturer that they meet or exceed the specifications as written here in. The reports can be used for material acceptance or the Engineer may perform independent verification testing. The reports shall not be interpreted as a basis for payment.

**PSP-23. MATERIALS**

Tube - The tube material shall meet the requirements of ASTM F-1216, Section 1.

The tubes shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness.

The tube shall be fabricated to a size that when installed will fit the old pipe.

The outside layer of the tube (before wet-out) shall be plastic coated with a translucent flexible material that clearly allows inspection of the resin impregnation (wet-out) procedure. The plastic coating shall not delaminate during or after the CIPP.

The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP.

The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.

Resin - The resin system shall meet the requirements of ASTM F-1216.

Water – The Installer shall coordinate with Greenville Utilities Commission for any water requirements. There will be no separate payment for water usage. The cost for water usage shall be included in each item bid in the proposal, as necessary..

**PSP-24. STRUCTURAL REQUIREMENTS**

Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived using the standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.

The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

The Enhancement Factor 'K' to be used in the CIPP design shall be assigned a value of 7.

Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the longterm creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

**PSP-25. TESTING REQUIREMENTS**

Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F-1216, Appendix X2. The CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meeting these chemical testing requirements.

Hydraulic Capacity - The CIPP shall have a minimum of the full flow capacity of the original pipe before renewal. Calculated capacities may be derived using a commonly accepted roughness coefficient for the old pipe material taking into consideration its age.

CIPP Field Samples - When requested by the Owner, the Installer shall submit test results from previous field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5 have been achieved in previous field applications. Testing samples for this project shall be made and tested as described in Section 10.1. If UV cured, comply with field sampling procedures under ASTM F2019, Section 7: Recommended Inspection Practices.

**PSP-26. INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS**

CIPP Installation Access Points - The Installer shall provide restoration for the Installers installation access points. The Installer shall state in his pre-bid submittals the number and locations of access points required.

Cleaning of Storm pipes - The Installer shall remove all internal debris out of the storm pipe that will interfere with the installation of CIPP. Removal and disposal of such debris shall be incidental to the work of the contract. Any hazardous waste material encountered during this project will be considered as changed condition.

Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks and obstacles by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Owner.

Line Obstructions - It shall be the responsibility of the Installer to clear the line of debris such as solids and scale that would be detrimental to a quality CIPP installation.

Existing Connections - It shall be the responsibility of the Installer to restore lateral connections blocked by the CIPP installation.

**PSP-27. INSTALLATION**

The CIPP installation shall be in accordance with ASTM F-1216, Section F and/or ASTM F2019-20, with the following additional requirements:

Resin Impregnation - Prior to installation, the liner shall be examined and visually checked for any imperfections, tears, or pinholes which may result in water leakage. The liner is then impregnated and the resin is placed in the liner tube according to the manufacturer's guidelines. Inspection during the impregnation assures the line is free of air bubbles and is ready to transport to the installation site.

Temperature gauges shall be placed to determine the temperature of the incoming and outgoing water from the heat source. Another such gauge shall be placed inside the tube at the remote end to determine the temperature at the location during cure cycle.

Curing shall be accomplished by utilizing UV, or hydrostatic or air pressure of the vertical standpipe.

For work at environmentally sensitive areas, the discharge of heated water shall be prohibited. The contractor shall submit a plan for approval which outlines how the water will be discharged in a manner that does not have a negative environmental impact on surrounding vegetation and ponds.

For installations where a 24 inch diameter manhole access does not provide adequate clearance to insert the lining tube, the contractor shall remove enough of the top of the manhole structure to provide adequate opening to safely insert the lining tube. Contractor shall be responsible for removing and disposing of any pavement, curb and gutter or base material needed to gain access to the manhole structure. Removal of this material shall be kept to the absolute minimum needed to complete the work. Pavement or curbing to be removed shall be cut in straight lines. Contractor shall rebuild manhole structure with like material and under the supervision of the City's onsite representative. Contractor shall replace the manhole casting with new casting as per City standards. Salvaged castings shall be delivered to the City of Greenville Engineering Department at 1500 Beatty Street. Contractor shall use minimum of 12 inches aggregate base course material fully compacted to bring the subgrade up to existing top of pavement elevation as described below:

**COARSE AGGREGATE BASE COURSE MATERIAL:**

Coarse aggregate base material shall consist of crushed stone, crushed or uncrushed gravel, crushed or uncrushed shell rock or other inert materials having similar characteristics, so proportioned as to meet the grading requirements as specified below, using A.A.S.H.T.O. Method T-88:

<b>SIEVE DESIGNATION</b>	
<b>PASSING</b>	<b>PERCENTAGE BY WEIGHT</b>
<b>1-1/2 inch</b>	<b>100</b>
<b>1 inch</b>	<b>80 - 95</b>
<b>1/2 inch</b>	<b>60 - 75</b>
<b>No. 4</b>	<b>40 - 55</b>
<b>No. 10</b>	<b>28 - 43</b>
<b>No. 40</b>	<b>15 - 27</b>
<b>No. 200</b>	<b>5 - 12</b>

The material passing the No. 200 sieve shall be not more than two-thirds the percentage passing the No. 40 sieve.

The fraction retained on the No. 4 sieve prior to spreading on the road shall meet the following requirements:

When tested in accordance with the A.A.S.H.T.O. method T-96, test grading A, it shall show a loss of not greater than 55 percent.

The material passing the No. 40 sieve obtained from the above test shall have plasticity index not greater than 6, and liquid limit not greater than 30, when tested with A.A.S.H.T.O. Method T-89, T-90, T-91 and modification of the Liquid Limit Test.

When subjected to five alternations of the soundness test, A.A.S.H.T.O. Method T-104, using sodium Sulphate, the weighted average loss shall not be more than 15 percent.

The material passing the No. 4 sieve prior to spreading on the road shall meet the following requirements:

The material passing the No. 10 sieve shall meet the following grading requirements:

<b>SIEVE DESIGNATION</b>	
<b>PASSING PERCENTAGE BY WEIGHT</b>	
<b>No. 10</b>	<b>100</b>
<b>No. 40</b>	<b>40 - 85</b>
<b>No. 200</b>	<b>12 - 35</b>

The fraction passing the No. 40 sieve shall have a plasticity index of not greater than 6, and a liquid limit not greater than 30, when tested in accordance with A.A.S.H.T.O. Methods T-89, T-90, T-91 and modification of the Liquid Limit Test.

The materials passing the No. 200 sieve shall not be more than two-thirds the percentage passing the No. 40 sieve.

The fraction passing the No. 10 sieve shall consist of a mixture of screenings or sand, silt, and clay, and it may occur as topsoil meeting the requirements without mixture; or it may be deficient in one or more of the ingredients, coarse or fine sand or screenings, silt, or clay, in which case the required ingredients must be incorporated; or it may consist of crushed decomposed rock which shall meet the requirements stipulated in 1, 2, and 3 above.

After the base course has been completed, that portion of the material which passes the No. 40 sieve shall have a plasticity index of not greater than 6, and a liquid limit of not greater than 30, when tested in accordance with A.A.S.H.T.O. Methods T-89, T-90, T-91 and the modification of the Liquid Limit Test.

Contractor shall not be responsible for replacement of asphalt or curbing.

Costs associated with this section shall be included in the per linear foot unit price for each location that requires removing the existing access manhole. No additional pay items will be included for this item.

**PSP-28. CLEAN-UP**

Upon acceptance of the installation work and testing, the Installer shall reinstate the project area affected by the operations.

**END OF SECTION**





# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Contract award for the development of the Greenville Area Transit Integrated Mobility and Enhancement Plan

**Explanation:** Greenville Area Transit (GREAT) of the Public Works Department and the Greenville Area Metropolitan Planning Organization (GUAMPO) have identified the need to develop an Integrated Mobility and Enhancement Plan (IMEP) for the City's fixed route bus service provided by GREAT. GREAT and GUAMPO have budgeted \$124,000 for this project. The plan will:

- Identify and address unmet needs of the community, while including an overview of the university, hospital, and rural general public transit systems for feasibility of coordination and/or consolidation.
- Provide a guide for improvements with the efficiency and effectiveness of service delivery, including route expansions/modifications.
- Guide how to integrate the transit improvement options as part of the new Complete Streets policy, NCDOT's project prioritization process, among others.

The City received proposals from three (3) firms in response to the request for proposals. These firms are:

- Kittelson & Associates, Inc. of Portland, OR
- Innovate Mobility, LLC of Cary, NC
- AECOM Technical Services of North Carolina, Inc.

The proposals of all three (3) consultants were reviewed by an evaluation committee consisting of the following City and State representatives:

- Kevin Mulligan, PE, Director of Public Works
- Ryan Mayers, Transit Manager
- Eliud De Jesus, Transportation Planner
- Saman Jeffers, NCDOT-TPD, Transportation Engineer

The evaluation committee members first reviewed and ranked the proposals individually. The committee met and tabulated the individual rankings and selected the top ranked firm, AECOM. The evaluation committee then requested the names and hourly rates of the firm, and created an Independent Cost Estimate. Additionally, a cost proposal was submitted by AECOM based on the agreed upon work plan as identified in the request for letters of intent. Upon

Council approval this fee and scope will be submitted to the NCDOT for approval.

**Fiscal Note:**

The budget for the development of the Greenville Area Transit Integrated Mobility and Enhancement Plan is set as not to exceed \$124,000. The cost to develop the Greenville Area Transit Integrated Mobility and Enhancement Plan will utilize Federal-aid funding through the North Carolina Department of Transportation which will pay \$99,200 (80%) with the remaining cost of \$24,800 (20%) to be local share funded through the GUAMPO.

The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all Department requirements and guidelines.

**Recommendation:**

City Council award a professional services contract to AECOM Technical Services of North Carolina, Inc. in an amount not to exceed \$124,000 for the development of the Greenville Area Transit Integrated Mobility and Enhancement Plan.

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ATTACHMENTS

- 📄 [COG-#1147870-v1-COG-#1147629-v1-Budget\\_ICE\\_IMEP\\_v2\\_\(002\).pdf](#)
- 📄 [COG-#1147813-v1-AECOM\\_IMEP\\_Draft\\_Contract\\_Greenville.pdf](#)
- 📄 [Greenville Integrated Mobility and Enhancement Plan Fee Proposal.pdf](#)

## GREAT Transit Integrated Mobility & Enhancement Plan

<b>Task 1</b>	
Project Management Plan & Progress Reports	\$ 13,600.00
Task 1 Total	\$ 13,600
<b>Task 2</b>	
Steering Committees	\$ 13,000.00
Public Involvement	
Task 2 Total	\$ 13,000
<b>Task 3</b>	
Project Website	\$ 8,200.00
Public Meetings	
Task 3 Total	\$ 8,200
<b>Task 4</b>	
Data Collection	\$ 26,150.00
Passenger Surveys	
Task 4 Total	\$ 26,150
<b>Task 5</b>	
Assessment of Greenville Area Transit	\$ 17,000.00
Assessment of New Mobility Options	
Task 5 Total	\$ 17,000
<b>Task 6</b>	
IM&E Plan	\$ 19,100.00
Amenities Plan	
Task 6 Total	\$ 19,100
<b>Task 7</b>	
Funding Plan	\$ 14,100.00
Marketing Plan	
Financial Plan	
Capital Plan	
Task 7 Total	\$ 14,100
<b>Task 8 &amp; 9</b>	
Draft & Final IM&E Plan	\$ 10,000.00
City Council Presentation	
Task 8 & 9 Totals	\$ 10,000
<b>Additional Charges</b>	
Miscellaneous Fees & Expenditures	\$ 2,850
Additional Cost Total:	\$ 2,850
<b>GREAT Integrated Mobility &amp; Enhancement Plan - Total Costs</b>	<b>\$ 124,000</b>

THIS AGREEMENT made and entered into as of June, 2021, by and between the City of Greenville, Party of the First Part, and hereinafter referred to as the “City” and AECOM Technical Services of North Carolina, Inc., Party of the Second Part and hereinafter referred to as the “Consultant.”

Name of Project: Greenville Area Transit Integrated Mobility & Enhancement Plan, hereinafter referred to as the “Project.”

For and in consideration of the mutual covenants and agreements herein set forth, the City and the Consultant agree as follows:

**I. AGREEMENT FOR INTEGRATED MOBILITY & ENHANCEMENT CONSULTANT SERVICES**

**A. SCOPE**

The Consultant is to perform the work as defined in the Request for Proposals and amendments, if any, said work being hereinafter referred to as the Work. The Request for Proposals and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Consultant is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work.

**B. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Consultant’s Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Proposals; and
4. Consultant’s Proposal

**C. TERM OF AGREEMENT**

The Consultant shall commence services upon receipt of a Notice to Proceed from the City. The schedule for completion of the deliverables for the Project is as follows, please note this timing does not include holidays:

Draft Report to City Staff	224 days after date of Notice to Proceed
Final Report Completion	270 days after date of Notice to Proceed
Presentation to City Council	At the soonest possible Council meeting that can be scheduled after delivery of the final report

## II. COMPENSATION

The City shall pay the Consultant the amount of ONE HUNDRED TWENTY-FOUR DOLLARS (\$124,000) for performance of the Work.

## III. PAYMENT

The Consultant will submit invoices based off of the deliverable milestone payment schedule, included herein as Exhibit B, for the Work completed. Invoices must be submitted by the 10<sup>th</sup> of each month for Work completed prior. Upon receipt by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City.

All invoices shall be directed to:

**Ryan A. Mayers**  
**Transit Manager**  
**City of Greenville**  
**rmayers@greenvillenc.gov**  
**Tel: 252-329-4047**

## IV. GENERAL TERMS AND CONDITIONS

### A. Termination:

The City may terminate this Agreement at any time upon any of the following grounds:

1. The Consultant fails to perform any of the services required in this Agreement.
2. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Consultant's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.
3. Force majeure

Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

### B. Consultant's Responsibility

1. Consultant shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of

its employees and agents.

2. The standard of care applicable to Consultant's performance will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

3. Consultant will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile service, cellular service, and any clerical supplies necessary to perform the Work required under this Agreement. Consultant shall be responsible for all travel and related expenses for up to two trips.

4. Consultant shall be responsible for all federal and state taxes incurred, owed or payable as a result of the performance of the Work.

5. In the performance of the Work under this Agreement, Consultant shall comply with all federal, state, county and city statutes, ordinances, regulations, and rules, which are applicable.

**B. Indemnification and Insurance:**

**1. Indemnity**

Consultant shall indemnify, defend, and hold harmless the City, its officers and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Consultant will promptly notify the City of any Civil or Criminal Actions filed against the Consultant or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

**2. Insurance Requirements**

The Consultant, at its own expense, shall keep in force and at all times maintain during this Agreement:

**Automobile Liability**

Consultant shall take out and maintain during the life of this Agreement automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, leased, hired or borrowed automobiles.

a) Commercial General Liability

The Consultant shall take out and maintain during the life of this Agreement commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

b) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.

e) Insurance Certificates

The Consultant shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.

f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

C. Correction of Work:

The Consultant shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant shall bear all costs of correcting such rejected work. Rejected work shall consist of that Work which is deemed ineligible by the City's representative.

E. Time is of the Essence:

The parties agree that time is of the essence in the completion of the Work to be performed pursuant to this Agreement.

The Consultant agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

F. Documents:

All documents including drawings, reports and other graphical or textural material furnished by Consultant pursuant to this Agreement shall become the property of the City.

G. Notice:

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or three (3) days after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY:  
City of Greenville  
Attn: Ryan Mayers, Transit Manager  
600 S. Pitt Street  
Greenville, NC 27834

CONSULTANT:  
**AECOM Technical Services of North Carolina, Inc.**  
Attn: Mariate Echeverry, Project Manager  
6000 Fairview Road  
Charlotte, NC 28210

**V. MWBE**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

**VI. Iran Divestment Act Certification:**

The Consultant 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 Consultant shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

**VII. E-VERIFY**

The Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant utilizes a Subcontractor, the Consultant shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant represents that the Consultant and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**VIII. MISCELLANEOUS PROVISIONS**

- A. Assignment of this Agreement shall not be made without advance written consent of the City.



- B. The Consultant shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.
- D. The Consultant is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Consultant, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant as the act of the said Consultant.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

#### **IX. Special Provisions: Federal Contracting Requirements**

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### **Access to Records**

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit access to the sites of performance under this contract as reasonably may be required.

### **Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

### **Equal Opportunity**

The contractor is an Equal Opportunity Employer. As such, the contractor agrees to comply with all applicable Federal civil rights laws and implementing

regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. The Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq. the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., the Contractor agrees that it will not discriminate against individuals on the basis of disability.

### **Termination for Convenience (General Provision)**

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly

submit its termination claim to the City to be paid to the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

**Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure (General Provision)**

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach**

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Procurement of Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection City of Greenville (U.S. EPA), "Comprehensive

Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

### **Suspension and Debarment**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or City of Greenville to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By entering into this contract, the contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CITY OF GREENVILLE. If it is later determined by the CITY OF GREENVILLE that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CITY OF GREENVILLE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated

vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City of Greenville.

**Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above:

CITY OF GREENVILLE:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

AECOM TECHNICAL SERVICES OF NORTH CAROLINA, INC.

By: \_\_\_\_\_

Printed Name: Jeff Mann

Title: Principal-in-Charge

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel 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.

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

DRAFT

## EXHIBIT A COST & BUDGET

AECOM is currently working on returning a cost proposal to the City. The proposal will help further define the cost of all engagements throughout the duration of the project. AECOM has submitted their team and sub-consultant rates, noted below. Funding for the development of the Greenville Area Transit Integrated Mobility & Enhancement Plan shall be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation. The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all Department requirements and guidelines. Greenville Area Transit (GREAT) of the Public Works Department and the Greenville Area Metropolitan Planning Organization (GUAMPO) have budgeted \$124,000 for this project.

		Personnel Rates	Overhead	Fee	Loaded Rates
<b>AECOM</b>			130.70%	9%	
Project Manager	Mariate Echeverry	\$ 51.79	\$ 67.69	\$ 10.75	\$ 130.23
Principal in Charge	Jeff Mann	\$ 116.35	\$ 152.07	\$ 24.16	\$ 292.58
Quality Assurance	Todd McAuliffe	\$ 42.15	\$ 55.09	\$ 8.75	\$ 105.99
Integrated Mobility Analysis	Jill Cahoon	\$ 54.92	\$ 71.78	\$ 11.40	\$ 138.10
Operational Assessment	Scott Brown	\$ 47.89	\$ 62.59	\$ 9.94	\$ 120.43
MicroTransit/Mobility On Demand	Stuart Geltman	\$ 54.14	\$ 70.76	\$ 11.24	\$ 136.13
MicroTransit/Mobility On Demand	Victor Xie	\$ 37.00	\$ 48.36	\$ 7.68	\$ 93.04
Enhancement Plan/Financial/Funding/Organization	Jennifer Hibbert	\$ 72.29	\$ 94.48	\$ 15.01	\$ 181.78
Funding/Organization	Suraiya Motsinger	\$ 52.18	\$ 68.20	\$ 10.83	\$ 131.21
Implementation Plan	Chip Burger	\$ 68.99	\$ 90.17	\$ 14.32	\$ 173.48
Public / Stakeholder Engagement Lead	Drew Joyner	\$ 76.96	\$ 100.59	\$ 15.98	\$ 193.53
Public Engagement/ Planner	Ashley Bush Ervin	\$ 28.50	\$ 37.25	\$ 5.92	\$ 71.67
Planner/Analyst/Visuals	Haley Lloyd	\$ 27.14	\$ 35.47	\$ 5.64	\$ 68.25
Administration	Katrina Holland	\$ 24.50	\$ 32.02	\$ 5.09	\$ 61.61
<b>Public Participation Partners</b>					
Community Engagement	Simone Robinson				\$ 116.74
Community Engagement	Deirdre Scanlon				\$ 119.03
<b>Dramby Environmental Consulting</b>					
Operational Assessment	Sheira Dramby				\$ 165.00



**EXHIBIT B**  
**DELIVERABLE MILESTONE PAYMENT SCHEDULE**

AECOM will submit invoices according to the following payment schedule broken out by deliverable milestones: (Payment schedule – TBD)

- 1) Kickoff; Project Management, Management Plan, & Reports  
Cost: TBD
- 2) Project Steering Committee Management; Public Involvement  
Cost: TBD
- 3) Public Involvement Plan; Project Website; Public Meetings  
Cost: TBD
- 4) Data Collection and Data Analysis; Passenger Surveys  
Cost: TBD
- 5) Assessment of Existing Service and Integration of New Mobility Options  
Cost: TBD
- 6) Integrated Mobility and Enhancement Plan; Amenities Plan  
Cost: TBD
- 7) Development of Marketing, Financial, & Capital Plans  
Cost: TBD
- 8) Draft/Final IMEP and Presentations  
Cost: TBD

**Total Cost: TBD**

**Project name:**  
Greenville Integrated Mobility and Enhancement  
Plan

**To:**  
Kevin Mulligan  
Director of Public Works

**From:**  
Mariate Echeverry

**CC:**  
Ryan Mayers  
Transit Manager

**Date:**  
May 27, 2021

# Memo

**Subject:** AECOM Fee Proposal

Kevin,

Please see below AECOM fee proposal. The hours reflect the effort needed to complete each one of the tasks in the proposal. Let me know if you are available to review it together or if you have any questions.

Fee Proposal for the City of Greenville IMEP

	Personnel Rates	Task 1. Project Management, Management Plan and Reports	Task 2. Project Steering Committee	Task 3. Public Involvement Plan	Task 4. Data Collection and Analysis	Task 5. Assessment of Existing Service and Integration of New Mobility Options	Task 6. Integrated Mobility and Enhancement Plan	Task 7. Development of Marketing/Financial/Capital Plans	Task 8. Draft IMEP	Task 9. Final IMEP and Presentations	Man-Hours	Cost	
<b>AECOM</b>													
Project Manager	Mariate Echeverry	\$ 51.79	48	30	24	6	8	8	8	24	12	168	\$ 8,700.72
Principal in Charge	Jeff Mann	\$ 116.35	3								2	5	\$ 581.75
Mid-Level Planner/Quality Assurance	Todd McAuliffe	\$ 42.15	12			16			12	8		56	\$ 2,360.40
Senior Planner/Integrated Mobility Analysis	Jill Cahoon	\$ 54.92	18	16		4	16	12	8	4		80	\$ 4,393.60
Mid-level Planner/Operational Assessment	Scott Brown	\$ 47.89				6	14	12	6	4		42	\$ 2,011.38
Senior Planner/MicroTransit/Mobility On Demand	Stuart Geltman	\$ 54.14					4	4	2			10	\$ 541.36
Mid-level Planner/MicroTransit/Mobility On Demand	Victor Xie	\$ 37.00					8	8	2	4		22	\$ 814.00
Senior Planner/Enhancement Plan/Financial/Funding/Organizat	Jennifer Hibbert	\$ 72.29	18	16		4		12	8	4		62	\$ 4,481.98
Senior Planner/Funding/Organization	Suraiya Motsinger	\$ 52.18				2		8	4			14	\$ 730.49
Senior Planner/Implementation Plan	Chip Burger	\$ 68.99					16	8	6			30	\$ 2,069.70
Senior Public / Stakeholder Engagement Lead	Drew Joyner	\$ 76.96	12	8	12							32	\$ 2,462.72
Planner/Public Engagement	Ashley Bush Ervin/Planner	\$ 28.50				48	8	8				64	\$ 1,824.00
Planner/Analyst/Visuals	Haley Lloyd	\$ 27.14	24	12	18	48	17	18	14	18	16	185	\$ 5,020.90
Administration	Katrina Holland	\$ 24.50	24									24	\$ 588.00
<b>Public Participation Partners</b>													
Principal Planner/Community Engagement Specialist	Simone Robinson	\$ 116.74	8		20					4		32	\$ 3,735.68
Senior Community Engagement Specialist	Deirdre Scanlon	\$ 119.03	2		12					8		22	\$ 2,618.66
Junior Community Engagement	Planner	\$ 58.94			14	36						50	\$ 2,947.00
<b>Dramby Environmental Consulting</b>													
Senior Planner/Operational Assessment	Sheira Dramby	\$ 165.00			14	4						18	\$ 2,970.00
Technician	Technician	\$ 75.00				36						36	\$ 2,700.00
<b>Total Hours</b>			169	82	114	174	75	86	70	100	46	<b>848</b>	
												<b>Subtotal</b>	<b>\$ 51,552.34</b>
												<b>Subtotal AECOM</b>	<b>\$ 36,581.00</b>
												<b>Subtotal PPP</b>	<b>\$ 9,301.34</b>
												<b>Subtotal Dramby</b>	<b>\$ 5,670.00</b>

Overhead/Fee													
AECOM Overhead Rate								130.70%					\$ 47,811.37
<b>Subtotal</b>													<b>\$ 84,392.37</b>
Fee								9%					\$ 7,595.31
Cost of Capital								0%					-
<b>AECOM</b>													<b>\$ 91,987.68</b>
Public Participation Partners													-
<b>Subtotal</b>													<b>\$ 9,301.34</b>
Dramby Environmental Consulting													-
<b>Subtotal</b>													<b>\$ 5,670.00</b>
<b>Subtotal Labor</b>													<b>\$ 106,959.02</b>

Direct Costs AECOM	Type	Quantity	Unit Price	Subtotal
Printing and reproduction 8.5 x 11 B&W		300	0.09	27
Printing and reproduction 8.5 x 11 Color (27 copies * 200 pages)		5400	0.83	4482
Printing and reproduction 11x17 Color		100	1.66	166
Boards (24x36)		24	62.5	1500
Meals - Breakfast		30	8.6	258
Meals - Lunch		30	11.3	339
Meals - Dinner		30	19.5	585
Lodging		15	75.1	1126.5
Car rental		24	45	1080
Gas for rental		25440	0.2	5088
Flights		5	250	1250
<b>Direct Costs PPP</b>				
Meals - Breakfast		4	8.6	34.4
Meals - Lunch		4	11.3	45.2
Meals - Dinner		4	19.5	78
Lodging		4	75.1	300.4
Mileage		340	0.56	190.4
<b>Direct Costs Dramby</b>				
Meals - Breakfast		3	8.6	25.8
Meals - Lunch		3	11.3	33.9
Meals - Dinner		3	19.5	58.5
Lodging		2	75.1	150.2
Car rental		3	45	135
Gas for rental		168	0.2	33.6
<b>Subtotal Direct Costs</b>				<b>\$ 16,986.90</b>

**Grand Total \$ 123,945.92**



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Contract with The Ferguson Group for FY 2021-2022

**Explanation:** The City of Greenville has worked with The Ferguson Group, a lobbying firm in Washington, DC, for lobbying services since 2002. The Ferguson Group assists with identifying and securing federal grant funding for City projects and initiatives in addition to lobbying the U.S. Congress on issues affecting the City.

Some of the projects that have been facilitated or supported by The Ferguson Group on behalf of the City of Greenville include the U.S. 264 Interstate designation, the Green Mill Run stream restoration project, Police Wireless Technology Grants, and support of various grant programs essential to the City of Greenville. The Ferguson Group also assisted in securing funds for the Tenth Street Connector, Greenville Transportation Activity Center, and Town Creek Culvert projects. The Ferguson Group was instrumental in the receipt of the BUILD Grant. Most recently, The Ferguson Group worked with City and Congressional Staff to develop projects for submittal through the appropriations process and the transportation authorization process. The Ferguson Group also provided guidance on the CARES Act funding and the Coronavirus State and Local Fiscal Recovery Fund.

The current contract with The Ferguson Group expires on June 30, 2021. Attached for City Council's consideration is a contract with The Ferguson Group for one year, beginning July 1, 2021 and expiring on June 30, 2022.

**Fiscal Note:** The contract is a 12-month contract with a \$6,000 per month cost, plus reimbursement of expenses (such as travel, postage, etc.) with an annual cap of \$3,000, for a total maximum cost of \$75,000. If approved by City Council, the contract will be effective July 1, 2021 through June 30, 2022. Funds are included in the proposed FY 2022 budget to cover the contract costs.

**Recommendation:** Approve the contract with The Ferguson Group for the period July 1, 2021 through June 30, 2022.

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## ATTACHMENTS

 [2021-2022 Contract with The Ferguson Group.pdf](#)

AGREEMENT  
CITY OF GREENVILLE, NORTH CAROLINA  
AND THE FERGUSON GROUP, L.L.C., WASHINGTON, DC

Pursuant to this Agreement, the City of Greenville, NC (hereinafter referred to as "the client") and The Ferguson Group, L.L.C., (TFG) agree to assume the following obligations:

1. OBLIGATIONS OF TFG

TFG will:

- A. act as the Washington Representative to the client in Washington, D.C.;
- B. represent the client regarding legislative and regulatory matters impacting the client specifically;
- C. confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources;
- D. coordinate with the client and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;
- E. review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs;
- F. notify the client of opportunities for federal funding and relay information necessary for securing those funds;
- G. secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest;
- H. review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client;
- I. identify, develop, and cultivate on-going relationships with key congressional officials and staff members;
- J. assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance;

- K. counsel with the client and prepare briefing materials and/or conduct briefings for the client's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other client business, or attend national conferences;
- L. review and assist in developing the client's Federal Agenda;
- M. consult the client's elected officials and local staff on federal legislative affairs;
- N. alert the client to relevant federal and foundation competitive grant opportunities;
- O. cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the client's ability to obtain competitive grants;
- P. arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.; and
- Q. submit periodic reports providing the latest information on issues of interest to the client.

## 2. OBLIGATIONS OF THE CLIENT

The client will:

- A. pay TFG \$6,000 per month one month in advance for professional services, or \$72,000 annually;
- B. reimburse TFG for expenses, not to exceed \$3,000 annually, as described in paragraph 2, subparagraphs F, G and H, payable within thirty (30) days of submission of invoice and acceptance by the client;
- C. advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- D. supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments;
- E. supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on the client's policies and programs;
- F. reimburse TFG for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at meetings by TFG

outside Washington, D.C. or North Carolina at the request of/approval of the client; (3) all incidental Washington expenses incurred in the course of conducting the client's business;

G. reimburse TFG for all long distance telephone expenses; and

H. reimburse TFG for the costs of document production.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

TFG will not:

A. represent the client before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

B. perform any legal, engineering, accounting or other similar professional services; and

4. EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THE OTHER AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION.

5. TERM OF AGREEMENT:

This agreement is for one year beginning on July 1, 2021, and ending on June 30, 2022. Contractual time may be extended upon written mutual consent of the parties.

6. Iran Divestment Act Certification: The Ferguson Group 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 Ferguson Group shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

7. E-Verify Compliance: The Ferguson Group shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further, if The Ferguson Group utilizes a subcontractor, The Ferguson Group shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The Ferguson Group represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents or officers, have executed this Agreement effective as of the day and year first above written.

THE FERGUSON GROUP, L.L.C.

CITY OF GREENVILLE, NC

\_\_\_\_\_  
Jennifer L. Imo  
Managing Partner

\_\_\_\_\_  
PJ Connelly  
Mayor

Date:

Date:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
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, Director of Financial Services

\_\_\_\_\_  
Date

Account Number: 010-01-05-00-000-000-521500

Project Code (If Applicable): N/A





# City of Greenville, North Carolina

**Meeting Date: 06/07/2021**

**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
Nellie Green	Individual Personal Property	603.85
William Little	Real Estate Taxes	831.59
Lonnie Boyd	Real Estate Taxes	200.42
Edward Ray Sykes	Real Estate Taxes	479.40
Robert Benson	Registered Motor Vehicle	622.57
Kimberly Leonard	Registered Motor Vehicle	455.68
Gayle Irmen	Registered Motor Vehicle	359.28
Marcus Williams	Registered Motor Vehicle	292.50
Benjamin Doughtie	Registered Motor Vehicle	265.56
Cathy Denton	Registered Motor Vehicle	137.98
Timothy Anderson	Registered Motor Vehicle	123.75
Robert Rose	Registered Motor Vehicle	112.55
Gwendolyn Alford	Registered Motor Vehicle	365.79
Alfred Grimsley	Registered Motor Vehicle	317.55
Kathryn Marengo	Registered Motor Vehicle	285.77
Thomas Cooke	Registered Motor Vehicle	274.20
Henry Short	Registered Motor Vehicle	251.98
Walter Ryan	Registered Motor Vehicle	241.44
Wesley Melvin	Registered Motor Vehicle	238.68
Thomas Crandall	Registered Motor Vehicle	210.96
Jean Deal	Registered Motor Vehicle	204.96
Kurt Dunlow	Registered Motor Vehicle	204.12

Louis Spell	Registered Motor Vehicle	194.31
Keith Wainright	Registered Motor Vehicle	187.87
Suzanne Rouse	Registered Motor Vehicle	182.09
Sara Hudson	Registered Motor Vehicle	174.08
Harry Sommer	Registered Motor Vehicle	170.74
Beom Kim	Registered Motor Vehicle	166.88
Robert Desoto	Registered Motor Vehicle	156.68
James Gately	Registered Motor Vehicle	150.91
Hestea Pieterse	Registered Motor Vehicle	148.42
David Steele	Registered Motor Vehicle	116.47
Lola James	Registered Motor Vehicle	108.02
Linchel Harris	Registered Motor Vehicle	104.87

**Fiscal Note:** The total refunded is \$8,941.92

**Recommendation:** Approval of taxes refunded by City Council

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## City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Public Hearing on the Proposed Fiscal Year 2021-22 City of Greenville Budgets Including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, Greenville Utilities Commission and a Public Hearing to be Held Concurrently on Proposed Stormwater Management Utility Rate Increase

**Explanation:** Attached are the Fiscal Year 2021-22 Proposed City of Greenville and Greenville Utilities Commission Budget Ordinances. The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority.

It should be noted that the required public hearing on the proposed stormwater management utility rate increase will be held concurrently with the public hearing on the proposed Fiscal Year 2021-22 budgets as authorized by North Carolina General Statute 160A-314.

The attached ordinances are submitted for consideration at the City Council's June 17, 2021 meeting. The following is a summary of the primary highlights of the City's Proposed budget as included in the attached ordinances:

- Maintains the City's property tax rate at 49.45 cents (40 year low)
- Appropriates over 91% of all General Fund revenues into core public service areas
- Provides for an average 2.0% wage increase for employees
- Provides for a \$100 thousand increase in the City's OPEB contribution
- Maintains the City's sanitation pickup fee at \$16.00 per month for 5th consecutive year
- Includes a \$2.0 million increase in projected tax revenues (property tax and sales tax)
- Includes \$500 thousand as sustaining member of the Greenville ENC Alliance
- Includes \$200 thousand in funding for Job Creation Grants
- Provides for \$100 thousand in funding for the MWBE Incubate to Accelerate program
- Provides for a \$300 thousand increase in Street Improvements Funding for a total of \$2.8 million in annual funding
- Provides for the initiation of the Stormwater Utility Plan approved by Council in April, 2019 which will be funded by an annual increase in the

Stormwater Utility Rate of \$1.00 per ERU each year for the next four fiscal years

- Includes funding to finance approximately \$45.8 million in major capital projects
- Provides for \$4.35 million in pay-as-you-go funding for various capital project initiatives such as Facility Improvement Projects, Computer Replacements, and replacement of the City's vehicle fleet
- Includes \$100 thousand in new funding for public safety radio replacements (recurring)
- Provides \$150 thousand in funding for pedestrian safety projects

**Fiscal Note:**

The City of Greenville Fiscal Year 2021-22 budget ordinance for the City's operating funds provide revenues and appropriations for the following:

General	\$ 89,902,587
Debt Service	6,971,244
Public Transportation (Transit)	3,264,114
Fleet Maintenance	5,295,550
Sanitation	8,040,606
Stormwater Utility	8,760,601
Housing	1,884,784
Health	14,258,648
Vehicle Replacement	4,837,486
Facilities Improvement	1,000,000

The City of Greenville's Fiscal Year 2021-22 budget ordinance also includes revenues and appropriation for Sheppard Memorial Library and Pitt-Greenville Convention and Visitors Authority as follows:

Sheppard Memorial Library Fund	\$2,543,572
Pitt-Greenville Convention & Visitors Authority	\$1,375,450



The Greenville Utilities Commission's Fiscal Year 2021-22 budget ordinance provides revenues and appropriations for the following:

Operating Revenues	\$265,529,228
Capital Project Revenues	\$7,700,000

**Recommendation:** Receive staff presentations and conduct a public hearing on the proposed budgets for Fiscal Year 2021-22, including the concurrent public hearing on the stormwater management utility rate increase.

ATTACHMENTS

 [2022\\_Budget\\_Ordinance.XLSX](#)

-  [FY2021-22 Proposed Budget Council Agenda.pdf](#)
-  [FY2021-22 Budget Charts.pdf](#)
-  [GUC Budget FY2021-22 Packet.pdf](#)
-  [Manual of Fees 2022.docx](#)

ORDINANCE NO. 21-  
CITY OF GREENVILLE, NORTH CAROLINA  
2021-2022 BUDGET ORDINANCE

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

Section I: Estimated Revenue. It is estimated that the following revenues will be available for the City of Greenville during the fiscal year beginning July 1, 2021 and ending June 30, 2022:

GENERAL FUND		
Unrestricted Intergovernmental Revenues:		
Ad Valorem Taxes		
Current Year Taxes - Operations	\$ 36,768,325	
Prior Year's Taxes and Penalties	444,930	
Subtotal		37,213,255
Sales Tax	\$ 22,913,854	
Rental Vehicle Gross Receipts	170,995	
Video Programming & Telecommunication Services Tax	783,083	
Utilities Franchise Tax	6,700,000	
Motor Vehicle Tax	1,685,125	
Other Unrestricted Intergovernmental Revenues	877,968	
Subtotal		33,131,025
Restricted Intergovernmental Revenues:		
Restricted Intergovernmental Revenues	\$ 665,800	
Powell Bill - State allocation payment	2,123,924	
Subtotal		2,789,724
Licenses, Permits, & Fees:		
Other Licenses, Permits & Fees	\$ 4,454,521	
Subtotal		4,454,521
Sales and Services:		
Rescue Service Transport	\$ 3,200,000	
Parking Violation Penalties	150,000	
Leased Parking & Meters	314,868	
Subtotal		3,664,868
Other Revenues:		
Sale of Property	\$ -	
Other Revenues Sources	575,374	
Subtotal		575,374
Investment Earnings:		
Interest on Investments	\$ 744,389	
Subtotal		744,389
Other Financing Sources:		
Transfer from FEMA Fund	\$ -	
Transfer from Greenville Utilities Commission	6,579,431	
Subtotal		6,579,431
Fund Balance Appropriated:		
Appropriated Fund Balance - General	\$ 750,000	
Appropriated Fund Balance - Powell Bill	-	
Subtotal		750,000
TOTAL GENERAL FUND REVENUES		89,902,587

DEBT SERVICE FUND		
Occupancy Tax	\$	684,958
Transfer from General Fund		<u>6,286,286</u>
TOTAL DEBT SERVICE FUND		<u>\$ 6,971,244</u>
PUBLIC TRANSPORTATION FUND		
Grant Income	\$	2,976,444
Bus Fare / Ticket Sales		<u>287,670</u>
TOTAL TRANSPORTATION FUND		<u>\$ 3,264,114</u>
FLEET MAINTENANCE FUND		
Fuel Markup	\$	1,380,000
Labor Fees		1,556,550
Parts Markup		1,551,500
Commercial Labor Markup		805,000
Other Revenue Sources		<u>2,500</u>
TOTAL FLEET MAINTENANCE FUND		<u>\$ 5,295,550</u>
SANITATION FUND		
Refuse Fees	\$	7,752,106
Cart and Dumpster		100,000
Other Revenues		<u>188,500</u>
TOTAL SANITATION FUND		<u>\$ 8,040,606</u>
STORMWATER MANAGEMENT UTILITY FUND		
Utility Fee	\$	7,374,199
Appropriated Fund Balance		<u>1,386,402</u>
TOTAL STORMWATER MANAGEMENT UTILITY FUND		<u>\$ 8,760,601</u>
COMMUNITY DEVELOPMENT HOUSING FUND		
CDBG Grant Income	\$	1,007,445
HOME Grant Income		548,644
Transfer from General Fund		<u>328,695</u>
TOTAL COMMUNITY DEVELOPMENT HOUSING FUND		<u>\$ 1,884,784</u>
HEALTH FUND		
Employer Contributions - City of Greenville	\$	9,397,836
Employee Contributions - City of Greenville		1,646,123
Retiree Contributions - City of Greenville		1,327,544
Other Agencies		1,103,731
Other Revenues		4,246
Insurance Company Refund/Reimbursement		240,000
Appropriated Fund Balance		<u>539,168</u>
TOTAL HEALTH FUND		<u>\$ 14,258,648</u>

FACILITIES IMPROVEMENT FUND		
Transfer from General Fund	\$	1,000,000
		<u>1,000,000</u>
TOTAL FACILITIES IMPROVEMENT FUND	\$	<u>1,000,000</u>
VEHICLE REPLACEMENT FUND		
Sale of Property	\$	234,775
Transfer from Sanitation Fund		1,181,380
Transfer from Other Funds		474,340
Transfer from General Fund		2,946,991
Other Revenues		-
Appropriated Fund Balance		<u>-</u>
TOTAL VEHICLE REPLACEMENT FUND	\$	<u>4,837,486</u>
CAPITAL RESERVE FUND		
Transfer from General Fund	\$	<u>-</u>
TOTAL CAPITAL RESERVE FUND	\$	<u>-</u>
		<u>144,215,620</u>
TOTAL ESTIMATED CITY OF GREENVILLE REVENUES	\$	<u>144,215,620</u>
SHEPPARD MEMORIAL LIBRARY FUND		
City of Greenville	\$	1,367,510
Pitt County		621,684
Pitt County-Bethel/Winterville		12,000
Town of Bethel		21,108
Town of Winterville		163,500
State Aid		196,483
Desk/Copier Receipts		28,000
Interest Income		11,000
Other Revenues		8,500
Greenville Housing Authority		10,692
Capital Projects		75,000
Transfer from Fiduciary Fund Balance		20,000
Appropriated Fund Balance		<u>8,095</u>
TOTAL SHEPPARD MEMORIAL LIBRARY FUND	\$	<u>2,543,572</u>
PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND		
Occupancy Tax (2%)	\$	516,667
Occupancy Tax (1%)		258,333
Capital Reserve		300,000
Investment Earnings		450
Appropriated Fund Balance		75,000
PPP		100,000
Capital Reserve/CVB		<u>125,000</u>
TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND	\$	<u>1,375,450</u>



Section II: Appropriations. The following amounts are hereby appropriated for the operation of the City of Greenville and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

GENERAL FUND

Mayor & City Council	\$	497,262
City Manager		2,733,024
City Clerk		245,793
City Attorney		651,218
Human Resources		3,153,243
Information Technology		3,151,584
Engineering		4,661,922
Fire/Rescue		15,507,694
Financial Services		2,778,009
Police		7,000,193
Recreation & Parks		26,779,218
Public Works		5,896,168
Planning and Development		3,017,966
Other Post Employment Benefits		600,000
Contingency		50,000
Capital Improvement		3,922,690
Transfer to Other Funds		11,207,491
Indirect Cost Reimbursement		(1,950,887)
TOTAL GENERAL FUND	\$	<u>89,902,587</u>

DEBT SERVICE FUND

Debt Service	\$	6,971,244
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PUBLIC TRANSPORTATION FUND

Public Transportation	\$	3,264,114
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FLEET MAINTENANCE FUND

Fleet Maintenance	\$	5,295,550
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SANITATION FUND

Sanitation Service	\$	8,040,606
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STORMWATER MANAGEMENT UTILITY FUND

Stormwater Management \$ 8,760,601

COMMUNITY DEVELOPMENT HOUSING FUND

Community Development Housing / CDBG \$ 1,884,784

HEALTH FUND

Health Fund \$ 14,258,648

FACILITIES IMPROVEMENT FUND

Facilities Improvement Fund \$ 1,000,000

VEHICLE REPLACEMENT FUND

Vehicle Replacement Fund \$ 4,837,486

CAPITAL RESERVE FUND

Transfer from General Fund	\$ -	
TOTAL CAPITAL RESERVE FUND		<u>\$ -</u>

TOTAL CITY OF GREENVILLE APPROPRIATIONS \$ 144,215,620

SHEPPARD MEMORIAL LIBRARY FUND

Sheppard Memorial Library \$ 2,543,572

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

Pitt-Greenville Convention and Visitors Authority \$ 1,375,450

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders of June 30, 2021, added to each appropriation as it appears in order to account for the expenditures in the fiscal year in which it was paid.

Section IV: Taxes Levied. There is hereby levied a tax rate of 49.45 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2022 as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section V: Salaries.

(a) Salaries of Elected Officials. The annual salaries of the Mayor, Mayor Pro-Tem, and other members of the City Council shall be as follows:

Mayor	\$	13,900
Mayor Pro-Tem	\$	9,600
Council Members	\$	8,700

(b) Salary Cap of Greenville Utilities Commission Members. Pursuant to Section 4 of the Charter of the Greenville Utilities Commission of the City of Greenville, the monthly salaries of the members of the Greenville Utilities Commission shall not exceed the following caps:

Chair	\$	350
Member	\$	200

Section VI: Amendments

(a) Pursuant to the General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the City Manager is authorized to transfer funds from one appropriation to another within the same fund in an amount not to exceed \$10,000. Any such transfers shall be reported to the City Council at its regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the City Manager may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the City Council as soon as possible, and the appropriate budget amendments are submitted at the next regular meeting.

Section VII: The Manual of Fees, dated July 1, 2021, is adopted herein by reference.

Section VIII: Motor Vehicle Tax.

(a) Pursuant to provisions of General Statute 20-97 (b1) and Section 10-3-1 of the Code of Ordinances, City of Greenville, an annual motor vehicle tax in the amount of thirty dollars (\$30) is hereby levied upon any vehicle resident in the city.

Section IX: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2021-2022 CDBG Entitlement and Community Development Home Consortium programs under the Community Development Block Grant Program and Home Consortium Program for the primary purpose of housing rehabilitation and other stated expenditures.

Section X: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission.

Section XI: Distribution. Copies of this ordinance shall be furnished to the City Manager and Director of Financial Services of the City of Greenville to be kept on file by them for their direction in disbursement of funds.

ADPOTED this the 17 day of June, 2021.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk



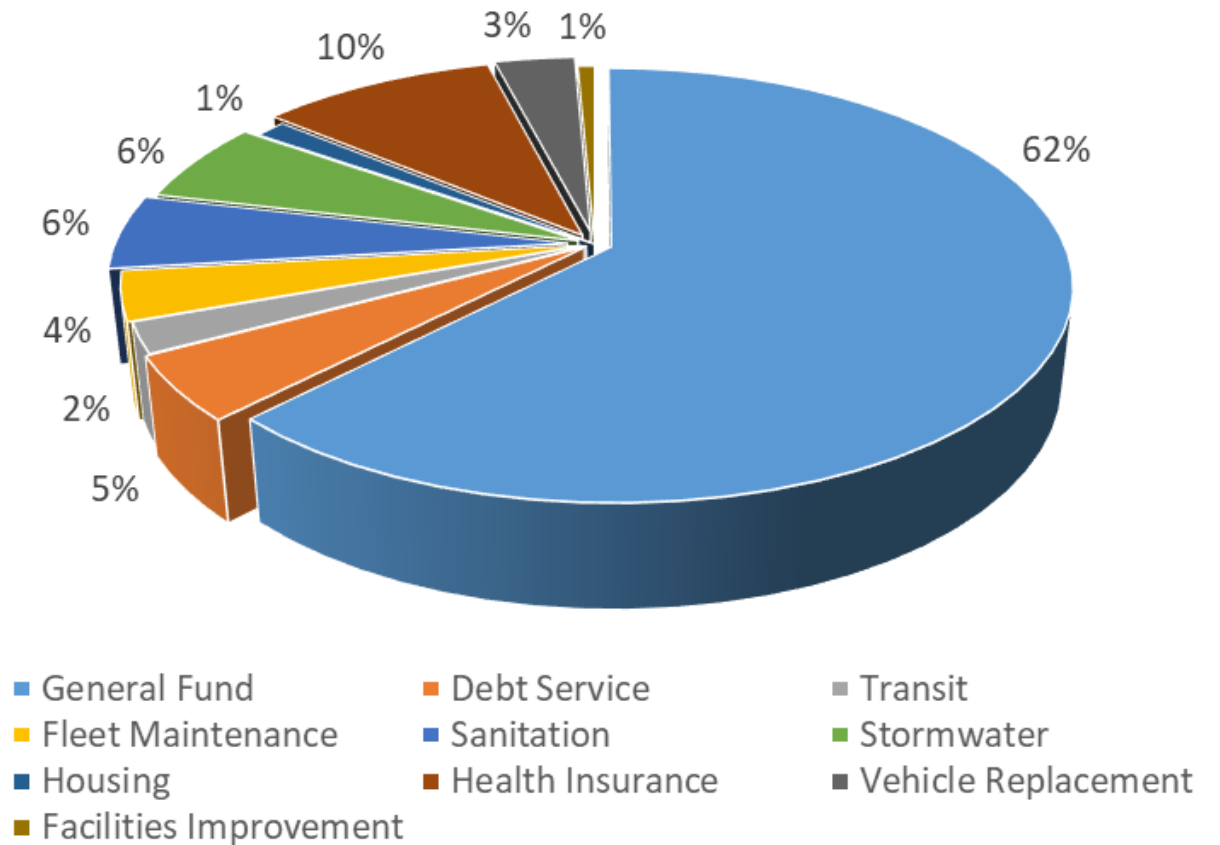
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# FISCAL YEAR 2021-22 PROPOSED BUDGET



## FISCAL YEAR 2021-22 PROPOSED BUDGET CITY OPERATING FUNDS OVERVIEW

General Fund	\$ 89,902,587
Debt Service	6,971,244
Transit	3,264,114
Fleet Maintenance	5,295,550
Sanitation	8,040,606
Stormwater	8,760,601
Housing	1,884,784
Health Insurance	14,258,648
Vehicle Replacement	4,837,486
Facilities Improvement	1,000,000
<b>Total Budget</b>	<b>\$ 144,215,620</b>



***The City's 2021-22 Proposed Budget is a Direct Reflection of City Council's Goal to:***



**Organization**

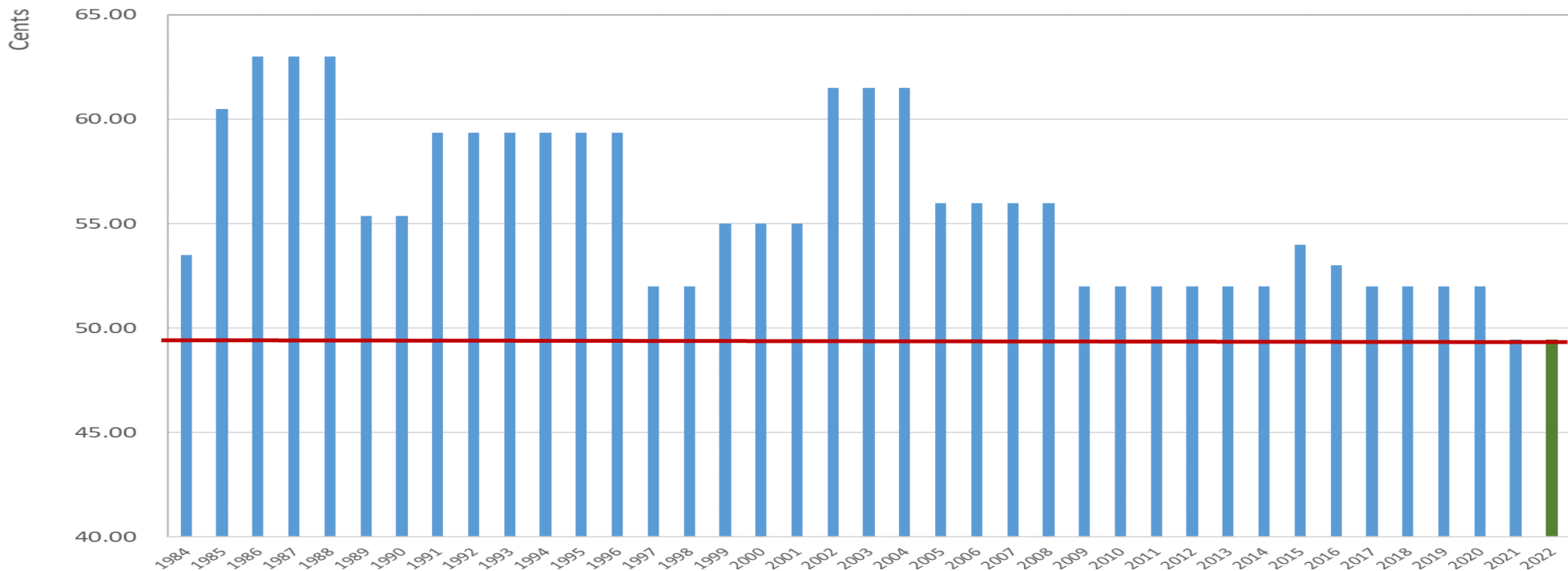
***Build a High-Performing,  
Diverse Organization,  
Govern with  
Transparency & Fiscal  
Responsibility, and Tell  
Our Story to the  
Community and Region***

# FISCAL YEAR 2021-22 PROPOSED BUDGET

## FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS

*Goal: Build a High-Performing, Diverse Organization, Govern with Transparency & Fiscal Responsibility, and Tell Our Story to the Community and Region*

- Maintains the City's Property Tax Rate at 49.45 Cents (40 Year Low!):

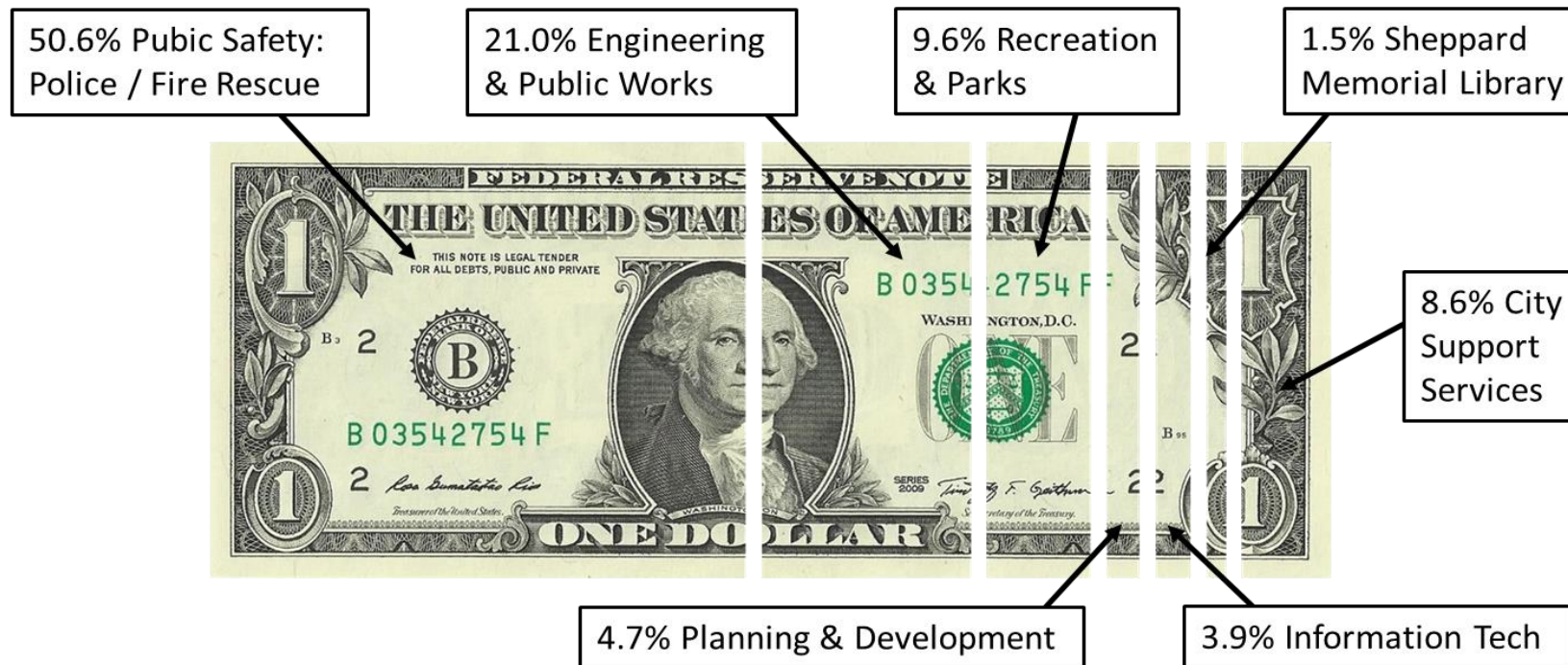


# FISCAL YEAR 2021-22 PROPOSED BUDGET

## FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS

*Goal: Build a High-Performing, Diverse Organization, Govern with Transparency & Fiscal Responsibility, and Tell Our Story to the Community and Region*

- Appropriates Over **91%** of all General Fund Revenues into Core Public Service Areas:





**FISCAL YEAR 2021-22 PROPOSED BUDGET  
FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Build a High-Performing, Diverse Organization, Govern with Transparency & Fiscal Responsibility, and Tell Our Story to the Community and Region*

- Includes a \$858 Thousand Reduction in General Fund Revenues With Corresponding Reduction in Operating Expenses to Offset Ongoing Impact of COVID-19 Pandemic
- Provides for a 2.0% Average Wage Increase for Employees:
  - 1.50% Merit Adjustment
  - 0.50% Market Adjustment
- Includes a 1.2% Increase in the Employer Funded Retirement Rate:
  - Rate of 12.24% for Law Enforcement
  - Rate of 11.40% for Non-Law Enforcement Position

**FISCAL YEAR 2021-22 PROPOSED BUDGET  
FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Build a High-Performing, Diverse Organization, Govern with Transparency & Fiscal Responsibility, and Tell Our Story to the Community and Region*

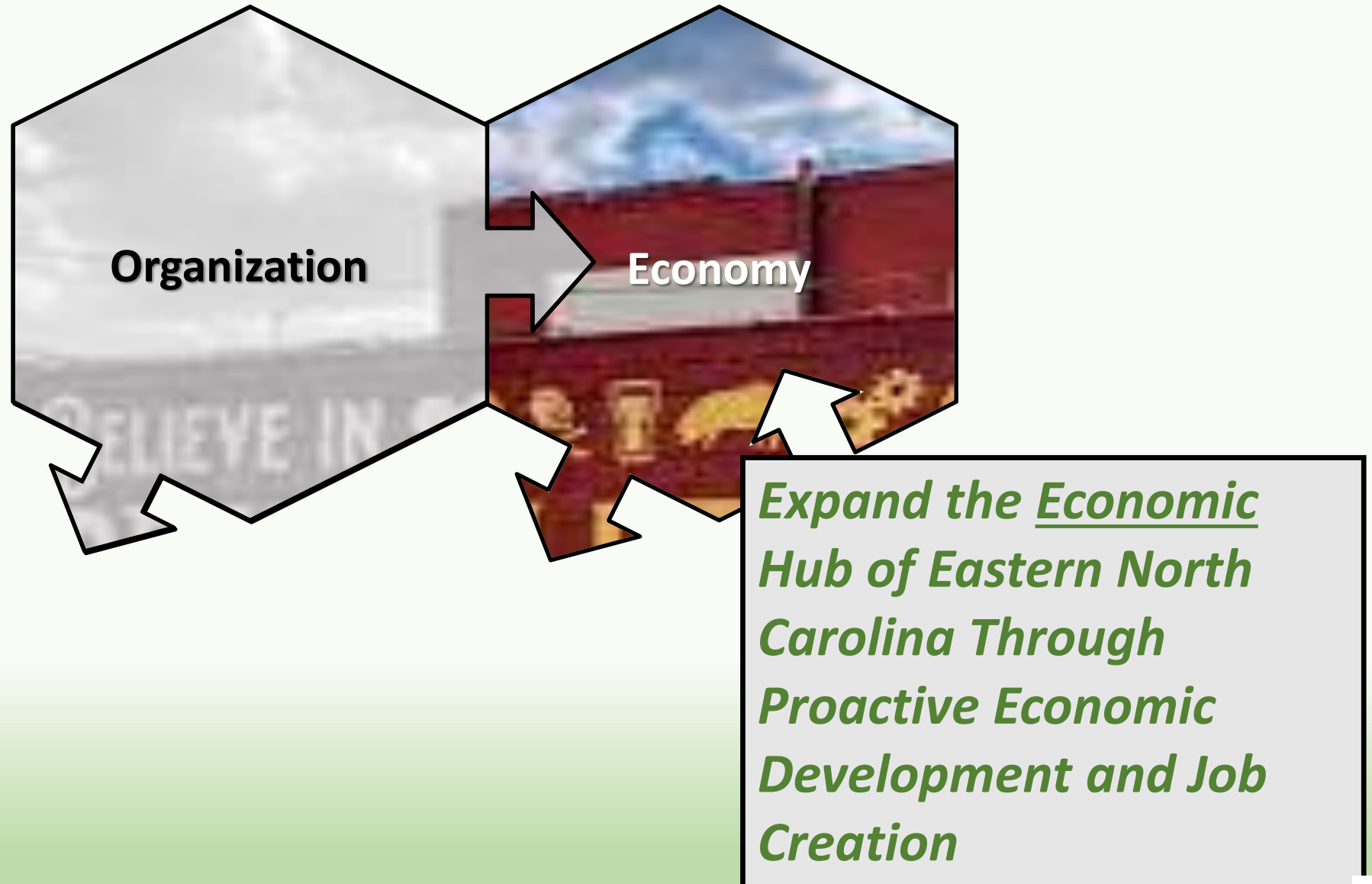
- Provides for the Following Staffing Adjustments to Enhance City Operations:
  - Addition of 1.0 Position in the Traffic Services Division
  - Addition of 1.0 Assistant City Attorney Position
- Provides for a \$100 Thousand Increase in Other Post Employment Benefits (OPEB) Funding Bringing Total Annual Funding to \$600,000
- Includes \$200 Thousand in New Funding for Information Technology Infrastructure Enhancements and Other Data Security Initiatives

**FISCAL YEAR 2021-22 PROPOSED BUDGET  
FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Build a High-Performing, Diverse Organization, Govern with Transparency & Fiscal Responsibility, and Tell Our Story to the Community and Region*

- Includes \$125 Thousand in Legislative Advocacy and Support for the City at Both the Federal and State Level
- Maintains the City's Sanitation Pickup Fee at \$16.00 per Month for the Fifth Consecutive Year

*The City's 2021-22 Proposed Budget is a Direct Reflection of City Council's Goal to:*



**FISCAL YEAR 2021-22 PROPOSED BUDGET**  
**FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Expand the Economic Hub of Eastern North Carolina Through Proactive Economic Development and Job Creation*

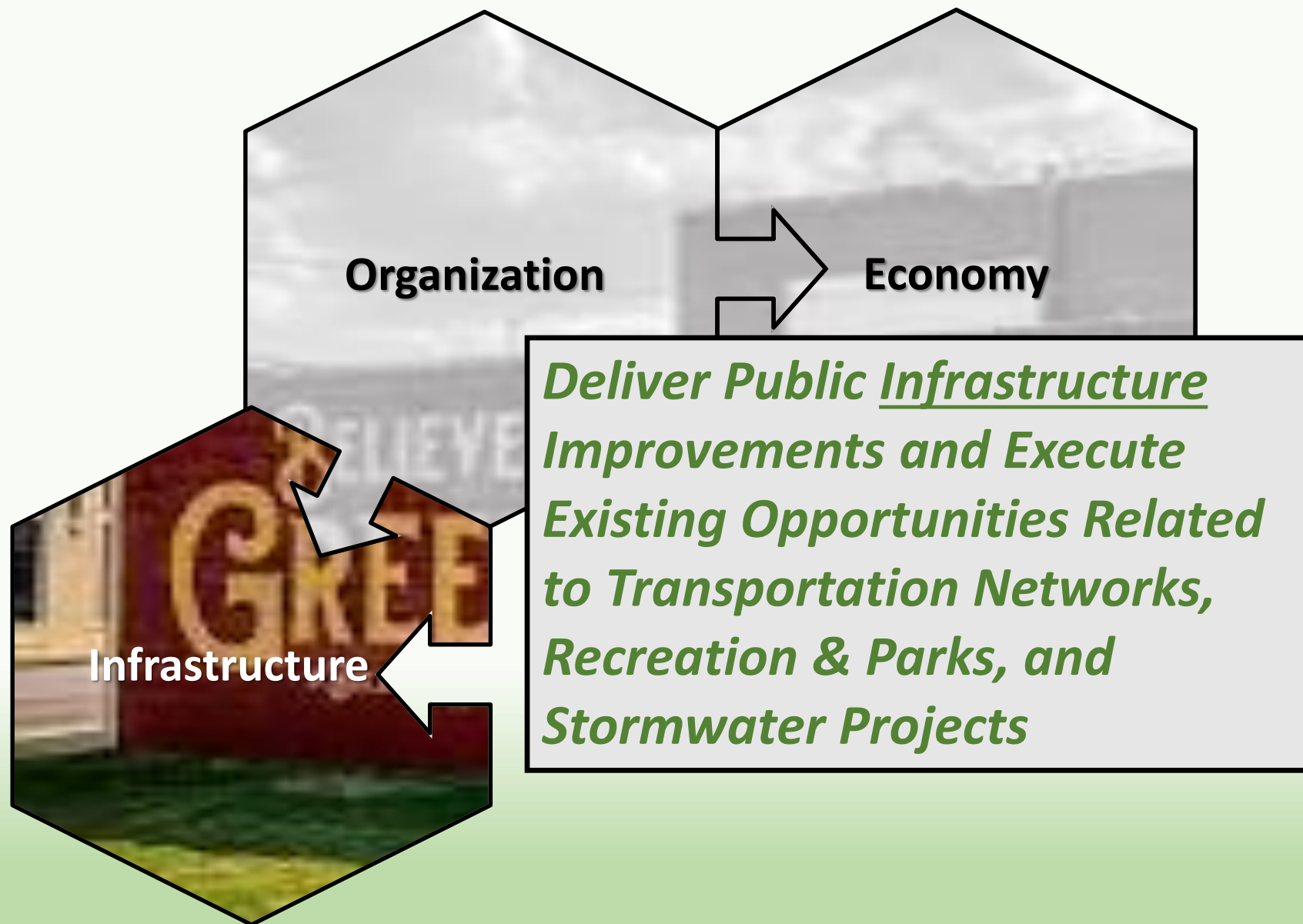
- Includes a \$2.0 Million Increase in Projected Tax Revenues, Reflective of a Growing and Robust City Economy:
  - \$918.3 Thousand Increase in Property Tax Revenues (2.53%)
  - \$1.1 Million Increase in Sales Tax Revenues (5.00%)
- Includes \$500 Thousand in Funding as a Sustaining Member of the Greenville ENC Alliance
- Includes \$200 Thousand in Funding for Job Creation Grants:
  - \$100 Thousand Funded by the City of Greenville
  - \$100 Thousand Funded by Greenville Utilities

**FISCAL YEAR 2021-22 PROPOSED BUDGET  
FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

***Goal: Expand the Economic Hub of Eastern North Carolina Through Proactive Economic Development and Job Creation***

- Provides for \$100 Thousand in Funding for the MWBE Incubate to Accelerate Program
- Includes \$25 Thousand in Funding for Skills Training Through Pitt Community College's Job Initiative Program
- Provides \$24 Thousand in Funding for the Small Business Support Initiatives
- Includes \$20 Thousand in Funding for Facade Improvement Grants

*The City's 2021-22 Proposed Budget is a Direct Reflection of City Council's Goal to:*



**FISCAL YEAR 2021-22 PROPOSED BUDGET**  
**FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Deliver Public Infrastructure Improvements and Execute Existing Opportunities Related to Transportation Networks, Recreation & Parks, and Stormwater Projects*

- Provides for a \$300 Thousand Increase in Streets Improvement Funding for a Total of \$2.8 Million in Annual Funding
- Provides for the Initiation of the Stormwater Utility Plan Approved by Council in April, 2019:
  - Plan Funds Approximately \$70 Million in Stormwater Capital Projects and \$46 Million in Stormwater Operations & Preventive Maintenance Over the Next 10 Years
  - Plan will be Funded by an Annual Increase in the Stormwater Utility Rate of \$1.00 per ERU Each Year for the Next Four Fiscal Years



**FISCAL YEAR 2021-22 PROPOSED BUDGET**  
**FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Deliver Public Infrastructure Improvements and Execute Existing Opportunities Related to Transportation Networks, Recreation & Parks, and Stormwater Projects*

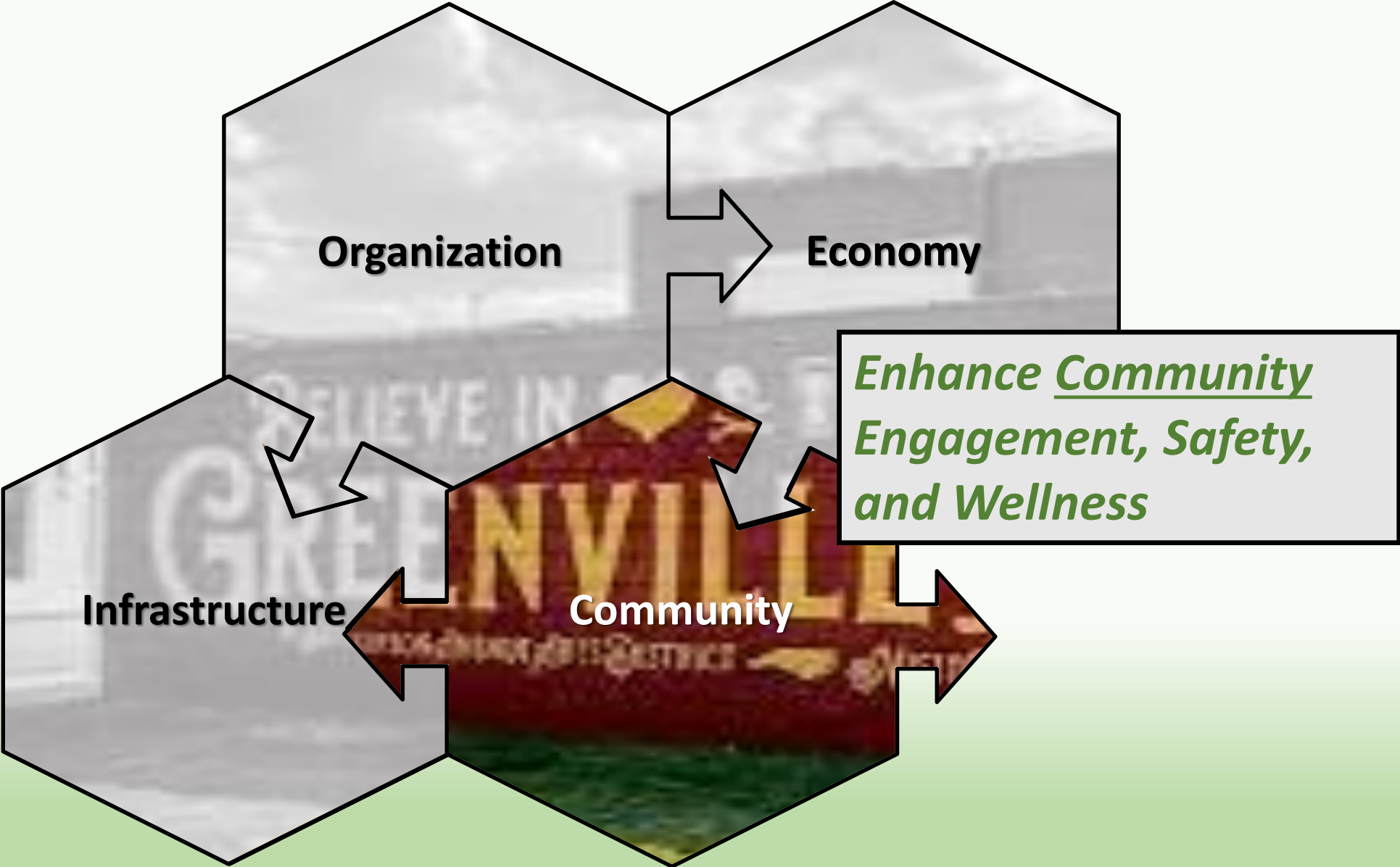
- Includes \$1.8 Million in Recurring Funding to Finance the Following Capital Projects:
  - \$606 Thousand to Fund the Construction of the BUILD Grant Projects
  - \$632 Thousand to Fund Construction of Fire Station #7 and Fire Station #1 Bay Extension
  - \$577 Thousand to Fund Construction of Several R&P Capital Projects:
    - Replacement and Relocation of the Community Pool
    - Renovation of Eppes Recreation Center
    - Phase 2 Construction of Wildwood Park

**FISCAL YEAR 2021-22 PROPOSED BUDGET**  
**FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Deliver Public Infrastructure Improvements and Execute Existing Opportunities Related to Transportation Networks, Recreation & Parks, and Stormwater Projects*

- Provides for \$4.35 Million in Pay-As-You-Go Funding for Various Capital Project Initiatives:
  - \$1.0 Million in Funding for Facility Improvement Projects
  - \$375 Thousand in Funding for Computers & Camera Replacements
  - \$2.95 Million in Funding for the City's Fleet Replacement

*The City's 2021-22 Proposed Budget is a Direct Reflection of City Council's Goal to:*



**FISCAL YEAR 2021-22 PROPOSED BUDGET  
FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

***Goal: Enhance Community Engagement, Safety, and Wellness***

- Includes \$120 Thousand in New Funding for Public Safety Radio Replacements
- Provides \$150 Thousand in Funding for Pedestrian Safety Projects
- Provides \$75 Thousand for the Replacement of Pedestrian Street Cameras
- Includes Funding for the Construction of Fire Station #7 on Bayswater Drive
- Provides for the Expansion of Fire Station #1 Bay
- Provides Funding for the Construction of Phase Two of Wildwood Park

*The City's 2021-22 Proposed Budget is a Direct Reflection of City Council's Goal to:*



**FISCAL YEAR 2021-22 PROPOSED BUDGET**  
**FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Build a Thriving and Attractive Community by Creating Vibrant Neighborhoods and Expanding Artistic, Cultural and Recreational Opportunities*

- Includes Funding for Arts & Entertainment Through Partnerships with Community Groups:
  - \$100 Thousand in Funding for Uptown Greenville
  - \$91 Thousand in Funding for the Pitt County Arts Council at Emerge
    - \$25 Thousand for Arts Administration
    - \$21 Thousand for Public Art Program Including Art on the Greenway
    - \$5 Thousand for the Art in Residence Program
    - \$40 Thousand as SmART City Grant Match for Emerald Loop
  - \$17 Thousand in Funding for the Greenville/Pitt County Chamber of Commerce
    - \$5,500 for Membership
    - \$11,700 for Event Sponsorships & Leadership Institute

**FISCAL YEAR 2021-22 PROPOSED BUDGET**  
**FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Build a Thriving and Attractive Community by Creating Vibrant Neighborhoods and Expanding Artistic, Cultural and Recreational Opportunities*

- Provides Funding for the Replacement and Relocation of the City's Community Pool to Thomas Foreman Park
- Provides Renovation and Expansion of the West Greenville Eppes Recreation Center Located at Thomas Foreman Park
- Provides for the Addition of 1.0 Position to Coordinate and Execute City Event Programming at Wildwood Park and Across the City
- Includes Budget Neutral Staffing Reclassification within R&P to Support Maintenance & Operations at Wildwood Park and the Greenville Aquatics & Fitness Center

**FISCAL YEAR 2021-22 PROPOSED BUDGET**  
**FY 2021-22 BUDGET HIGHLIGHTS TIED TO COUNCIL GOALS**

*Goal: Build a Thriving and Attractive Community by Creating Vibrant Neighborhoods and Expanding Artistic, Cultural and Recreational Opportunities*

- Includes \$500 Thousand in Contracted Mowing & Landscaping for Street Right-of-Ways and City Facilities
- Includes \$100 Thousand in Funding for the Adopt-a-City Street Program
- Provides for a 1.5% Increase in Funding for Sheppard Memorial Library



***The City's 2021-22 Proposed Budget is the Common Link Used to Achieve All of Council's Goals !!!***





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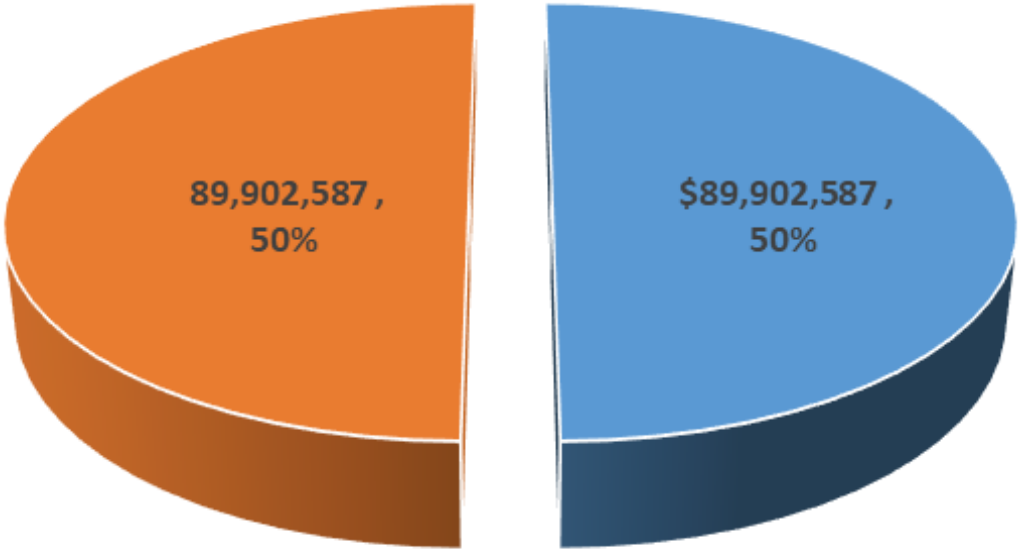
# PROPOSED GENERAL FUND BUDGET



# FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND

*The General Fund Represents a Legally Required Balanced Budget:*

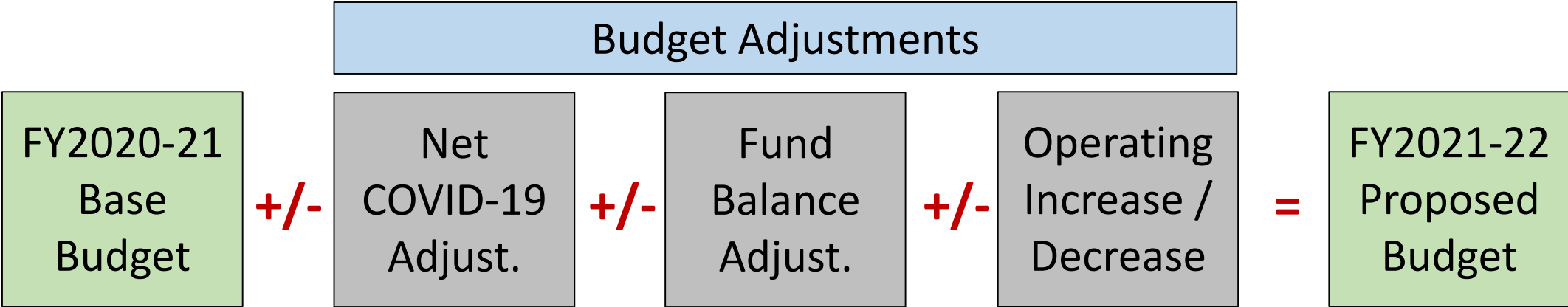
	Proposed Budget
Budget Revenue	\$ 89,902,587
Budget Expense	89,902,587
Net	\$ -



■ Budget Revenue    ■ Budget Expense

FISCAL YEAR 2021-22 PROPOSED BUDGET  
GENERAL FUND

*Budget Preparation Process:*



**FISCAL YEAR 2021-22 PROPOSED BUDGET  
GENERAL FUND**

	FY2020-21 Base Budget	Budget Adjustments
Budget Revenue	\$ 88,579,084	
Budget Expense	\$ 88,579,084	
Balance	\$ -	

## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND

	FY2020-21 Base Budget	Net COVID-19 Adjustment	Budget A
Budget Revenue	\$ 88,579,084	(857,820)	
Budget Expense	\$ 88,579,084	(857,820)	
Balance	\$ -	\$ -	

Revenue Adjustments	
Rescue Transport	\$ (175,000)
Recreation and Parks	(384,894)
Investment Earnings	(145,611)
Parking Violations	(152,315)
Total	\$ (857,820)
Expense Adjustments	
Supplies / Materials	\$ (70,069)
Federal Transit Match	(787,751)
Total	\$ (857,820)

**FISCAL YEAR 2021-22 PROPOSED BUDGET  
GENERAL FUND**

		Budget Adjustments	
	FY2020-21 Base Budget	Net COVID-19 Adjustment	Fund Balance Adjustment
Budget Revenue	\$ 88,579,084	(857,820)	132,000
Budget Expense	\$ 88,579,084	(857,820)	132,000
Balance	\$ -	\$ -	\$ -

## FISCAL YEAR 2021-22 PROPOSED BUDGET

		Adjustments	
			FY2021-22 Increase (Decrease)
<u>Revenue Adjustments</u>			
	Property Tax Revenue	\$ 918,263	
	Sales Tax Revenue	1,091,136	
	Other Revenue	39,924	
	<b>Total</b>	<u>\$ 2,049,323</u>	
<u>Expense Adjustments</u>			
Budget Revenue	2% Wage Increase	\$ 1,091,301	2,049,323
	New Assistant City Attorney	125,000	
Budget Expense	Other Salary Adjustments	160,000	2,049,323
	Health Insurance	100,000	
	OPEB Increase	100,000	
Balance	Street Improvements	300,000	-
	Public Safety Radios	120,000	
	Liability Insurance	53,022	
	<b>Total</b>	<u>\$ 2,049,323</u>	



**FISCAL YEAR 2021-22 PROPOSED BUDGET  
GENERAL FUND**

	FY2020-21 Base Budget	Budget Adjustments			FY2021-22 Proposed Budget
		Net COVID-19 Adjustment	Fund Balance Adjustment	FY2021-22 Increase (Decrease)	
Budget Revenue	\$ 88,579,084	(857,820)	132,000	2,049,323	\$ 89,902,587
Budget Expense	\$ 88,579,084	(857,820)	132,000	2,049,323	\$ 89,902,587
Balance	\$ -	\$ -	\$ -	\$ -	\$ -



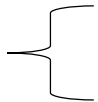
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# PROPOSED GENERAL FUND REVENUE

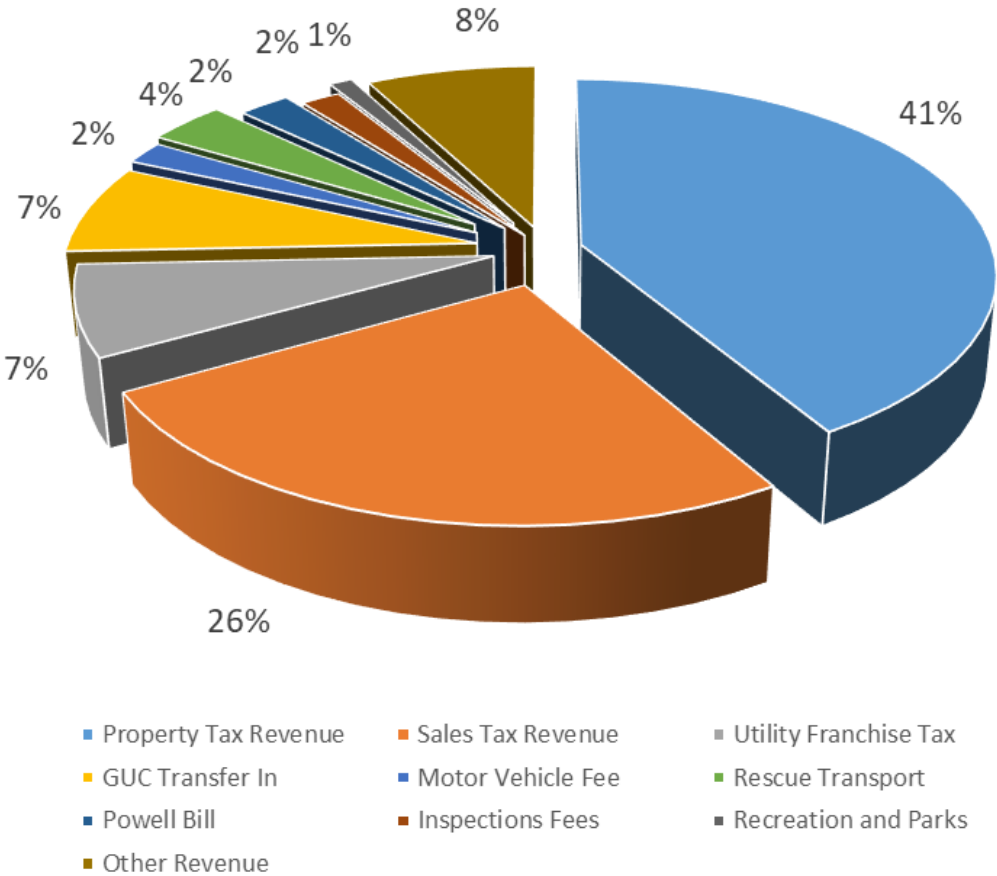


# FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND REVENUES

67%  
of Total



Property Tax Revenue	\$ 37,213,255
Sales Tax Revenue	22,913,854
Utility Franchise Tax	6,700,000
GUC Transfer In	6,579,431
Motor Vehicle Fee	1,685,125
Rescue Transport	3,200,000
Powell Bill	2,123,924
Inspections Fees	1,600,000
Recreation and Parks	950,581
Other Gov: Unrestricted	1,832,046
Other Gov: Restricted	665,800
Other Unrestricted	3,688,571
Other Revenue	750,000
<b>Total Revenue</b>	<b>\$ 89,902,587</b>



## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND REVENUES

	FY2020-21 Base Budget	Budget Adjustments				FY2021-22 Proposed Budget	% Change
		COVID-19 Adjustment	Fund Balance	FY2021-22 Increase (Decrease)	Total Adjustments		
Property Tax Revenue	\$ 36,294,992	\$ -	\$ -	\$ 918,263	\$ 918,263	\$ 37,213,255	2.5%
Sales Tax Revenue	21,822,718	-	-	1,091,136	1,091,136	22,913,854	5.0%
Motor Vehicle Fee	1,560,000	-	-	125,125	125,125	1,685,125	8.0%
Utility Franchise Tax	7,000,000	-	-	(300,000)	(300,000)	6,700,000	-4.3%
Other Gov: Unrestricted	1,897,724	-	-	(65,678)	(65,678)	1,832,046	-3.5%
Other Gov: Restricted	630,653	-	-	35,147	35,147	665,800	5.6%
GUC Transfer In	6,428,989	-	-	150,442	150,442	6,579,431	2.3%
Inspections Fees	1,396,114	-	-	203,886	203,886	1,600,000	14.6%
Rescue Transport	3,375,000	(175,000)	-	-	(175,000)	3,200,000	-5.2%
Recreation and Parks	1,335,475	(384,894)	-	-	(384,894)	950,581	-28.8%
Powell Bill	2,182,000	-	-	(58,076)	(58,076)	2,123,924	-2.7%
Other Unrestricted	4,037,419	(297,926)	-	(50,922)	(348,848)	3,688,571	-8.6%
Fund Balance Appropriated	618,000	-	132,000	-	132,000	750,000	21.4%
<b>Total Revenue</b>	<b>\$ 88,579,084</b>	<b>\$ (857,820)</b>	<b>\$ 132,000</b>	<b>\$ 2,049,323</b>	<b>\$ 1,323,503</b>	<b>\$ 89,902,587</b>	<b>1.5%</b>

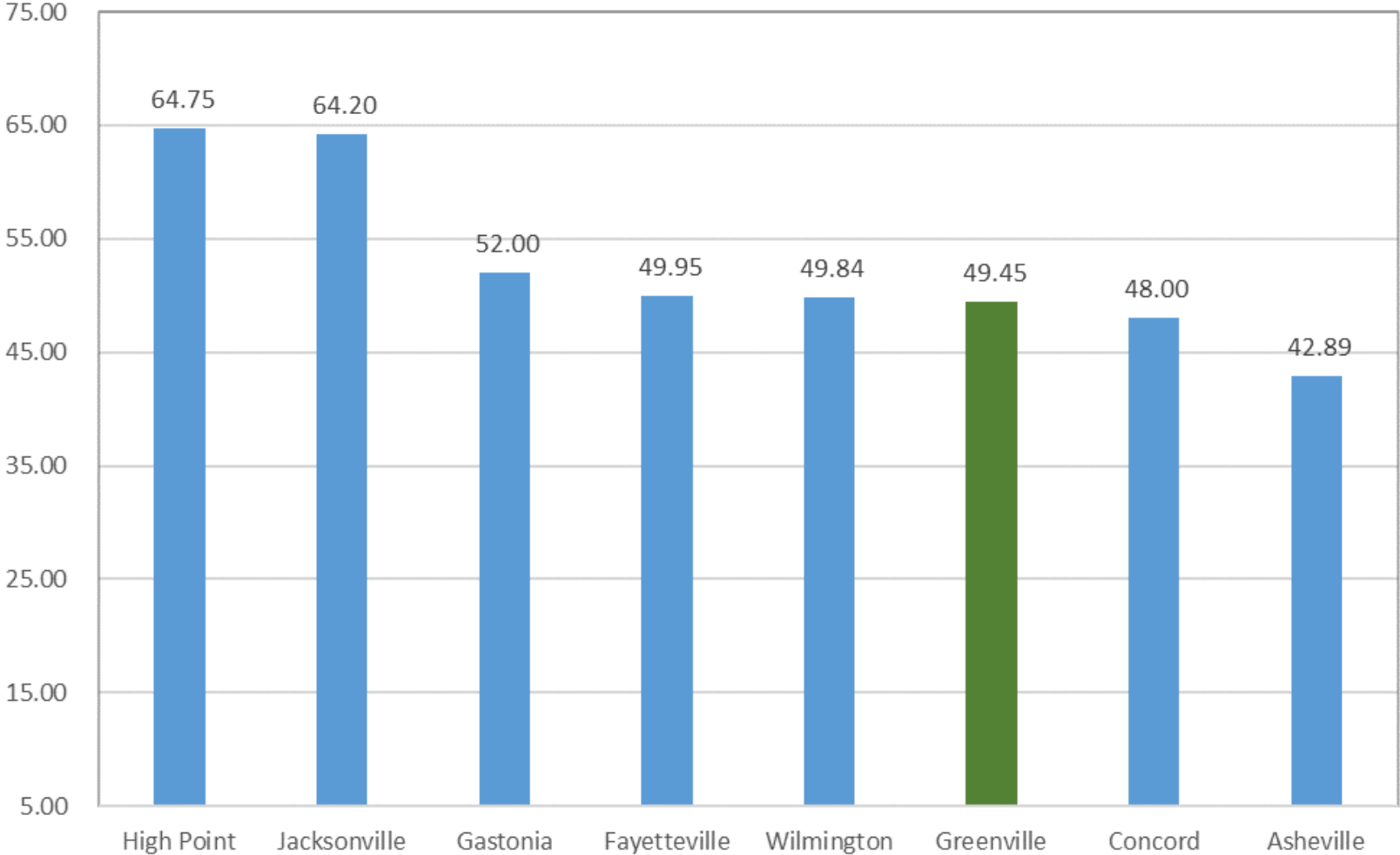


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# PROPOSED PROPERTY TAX REVENUE



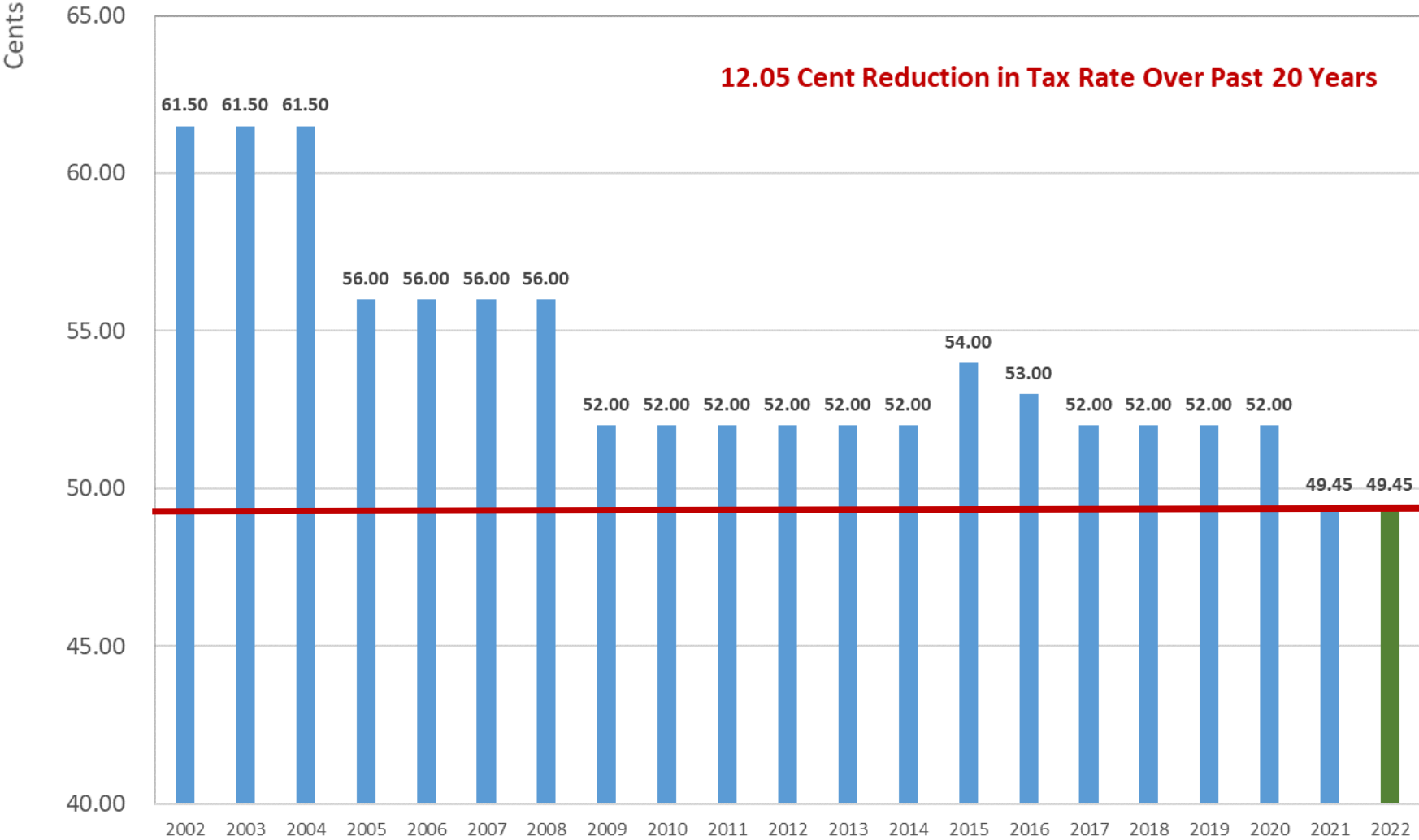
# COMPARISON TO BENCHMARK CITIES PROPERTY TAX RATE (IN CENTS)



## COMPARISON TO BENCHMARK CITIES PROPERTY TAX REVENUE PER CAPITA

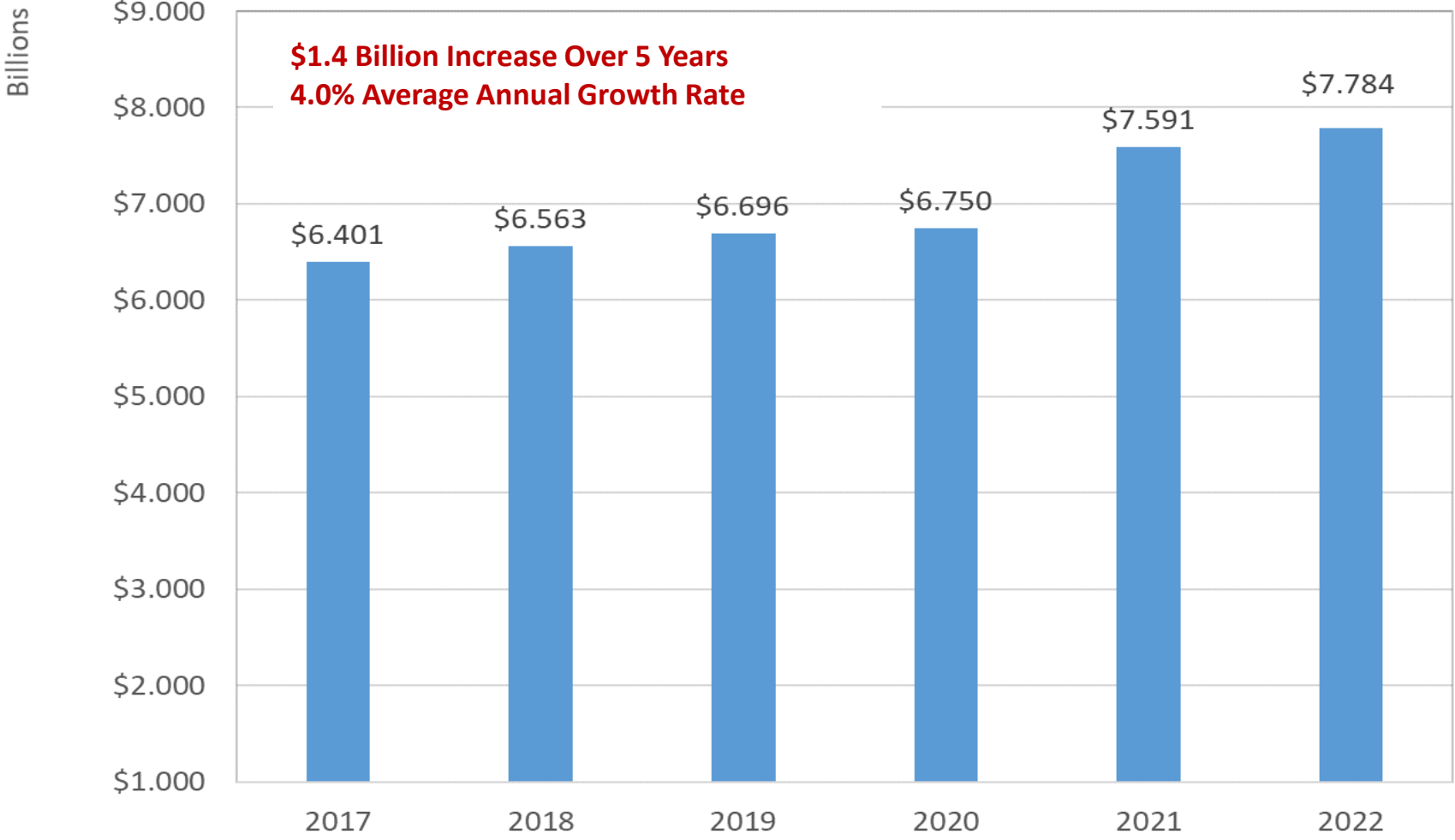


# FISCAL YEAR 2021-22 PROPOSED BUDGET HISTORICAL PROPERTY TAX RATE (IN CENTS)





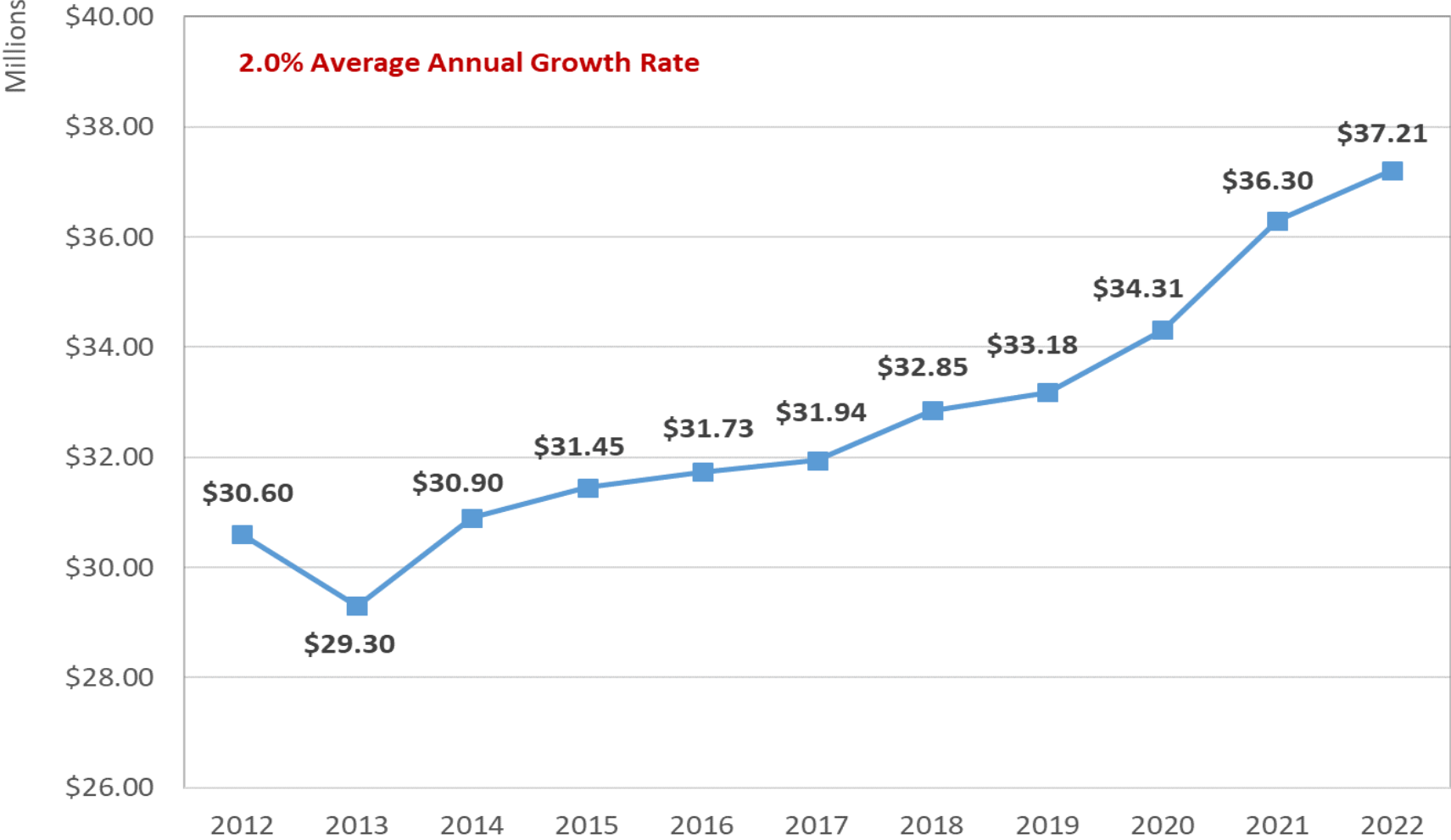
# FISCAL YEAR 2021-22 PROPOSED BUDGET PROPERTY VALUATION (IN BILLIONS)



**FISCAL YEAR 2021-22 PROPOSED BUDGET  
PROPERTY VALUATION**

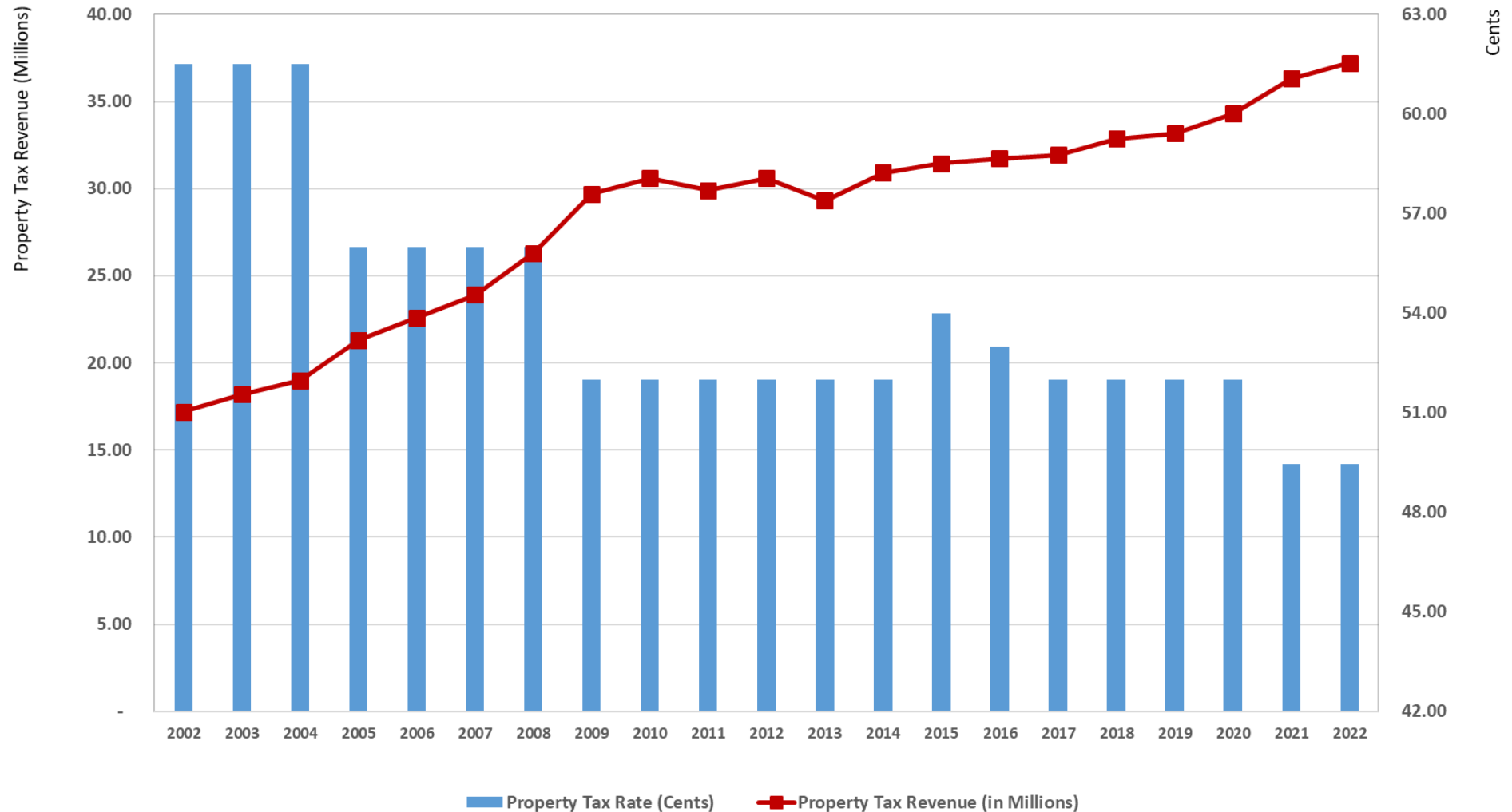
2020-21 Property Tax Revenue Budget	\$ 36,294,992
Estimated % Growth in Tax Base	<u>2.53%</u>
Increase in Property Tax Revenue	918,263
2021-22 Property Tax Revenue Budget	<u><u>\$ 37,213,255</u></u>

# FISCAL YEAR 2021-22 PROPOSED BUDGET PROPERTY TAX REVENUE (IN MILLIONS)



# FISCAL YEAR 2021-22 PROPOSED BUDGET

## HISTORICAL PROPERTY TAX RATES COMPARED TO REVENUE



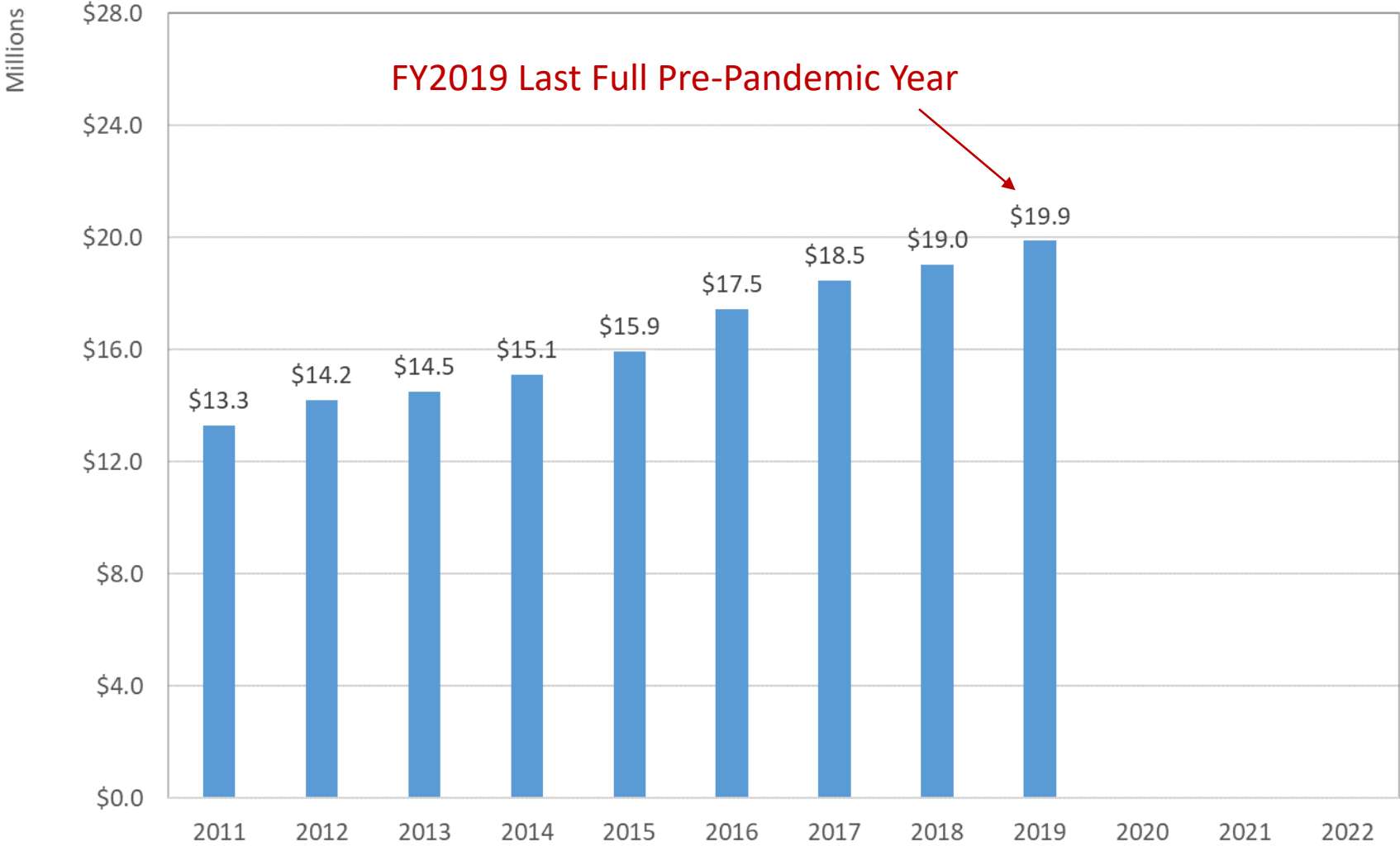


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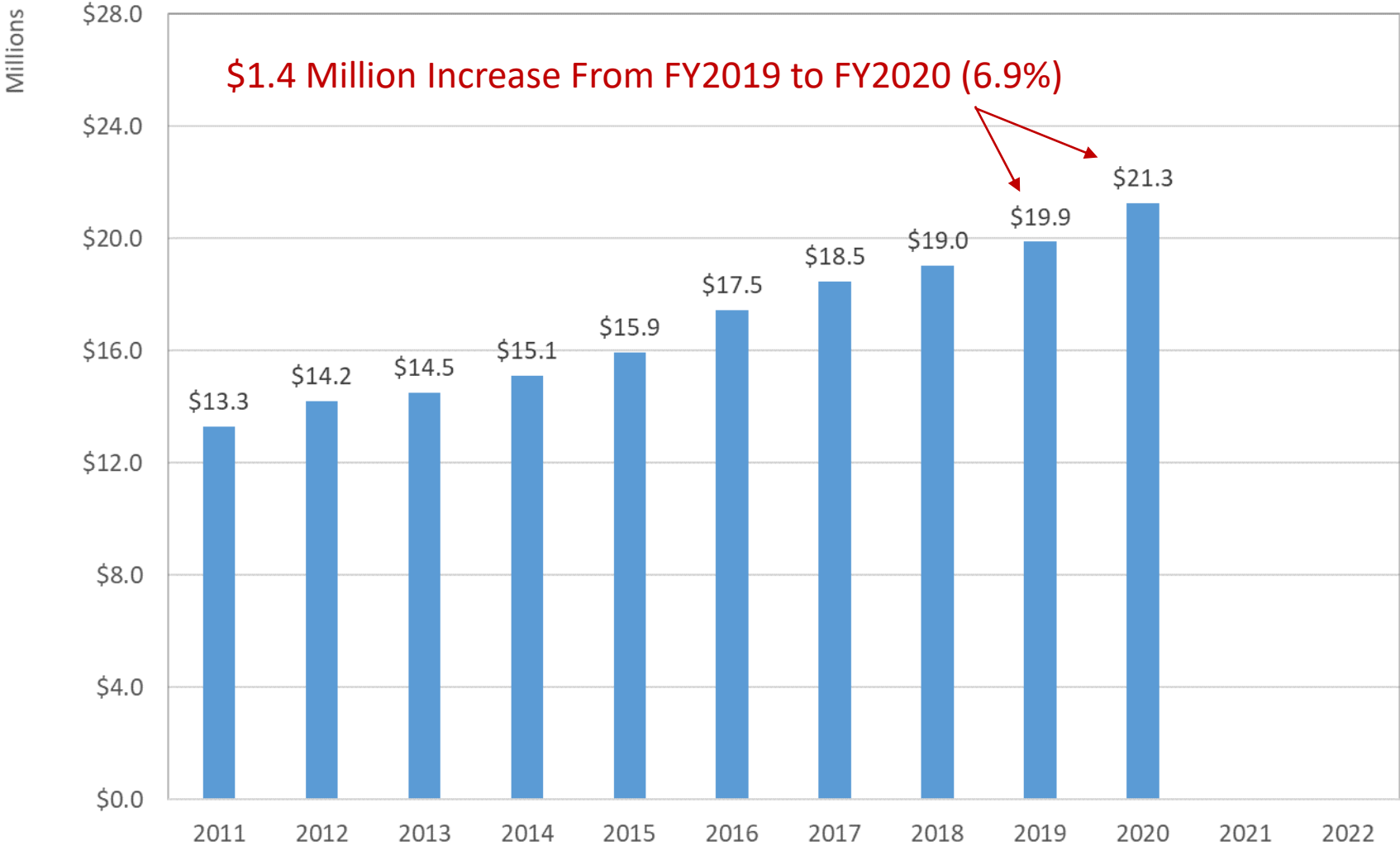
# PROPOSED SALES TAX REVENUE



# FISCAL YEAR 2021-22 PROPOSED BUDGET SALES TAX REVENUE (IN MILLIONS)



# FISCAL YEAR 2021-22 PROPOSED BUDGET SALES TAX REVENUE (IN MILLIONS)



## FISCAL YEAR 2021-22 PROPOSED BUDGET TAXABLE SALES BY THE NUMBERS...

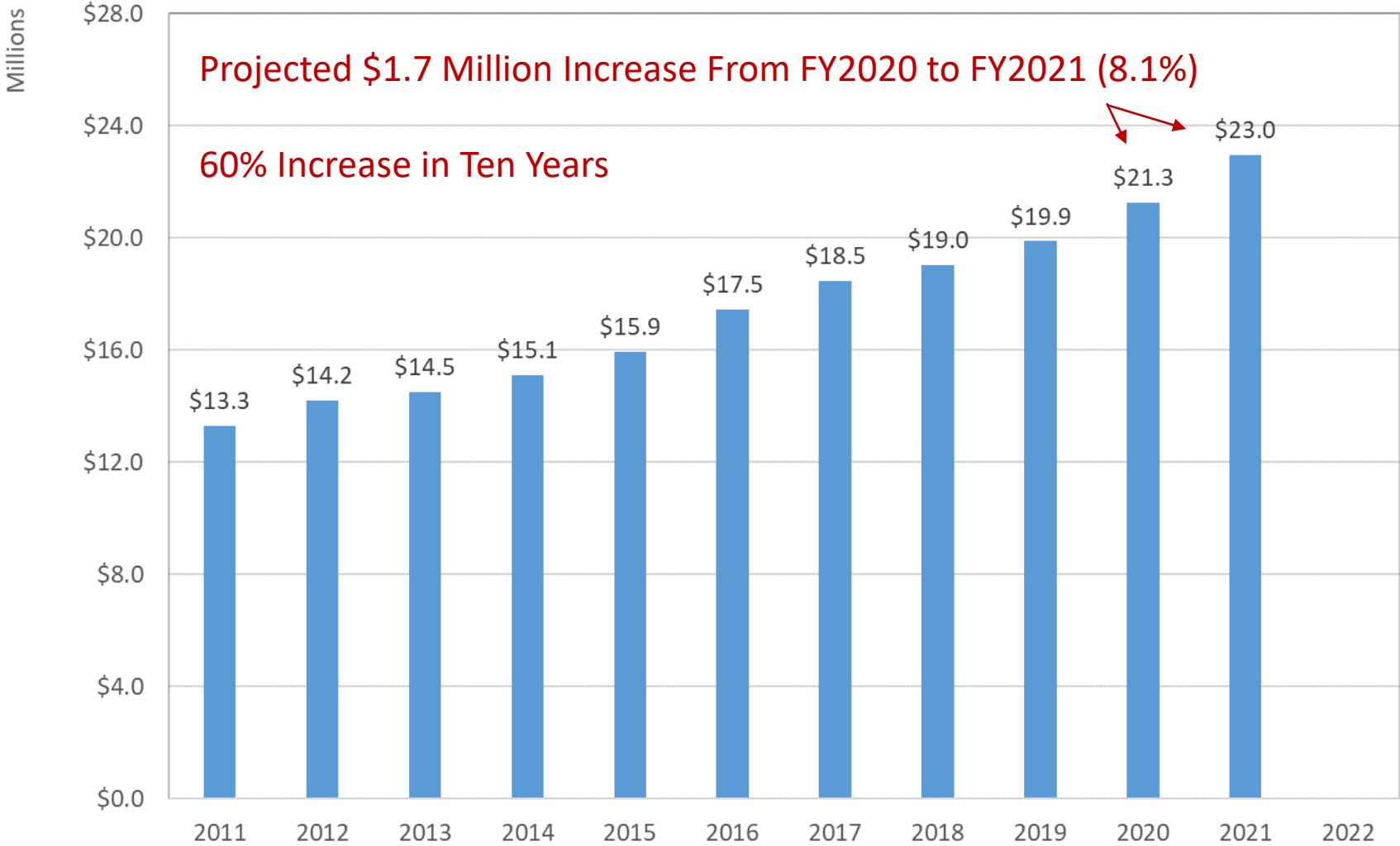
	Calendar Year 2020	Calendar Year 2019	% Change
Pitt County, N.C.	\$2.7 Billion	\$2.6 Billion	4.6%
Top 20 Counties by Sales Volume	\$113.3 Billion	\$112.2 Billion	1.0%
Remaining 80 Counties	\$45.7 Billion	\$41.6 Billion	9.9%
Overall State of N.C.	\$159.0 Billion	\$153.8 Billion	3.4%

- Out of 100 Counties, Pitt Had the 13<sup>th</sup> Highest Taxable Sales Volume for Calendar Year 2020
- Of the Top 20 Counties, Pitt is 1 of 14 That Saw an Increase in Taxable Sales Volume From 2019 to 2020

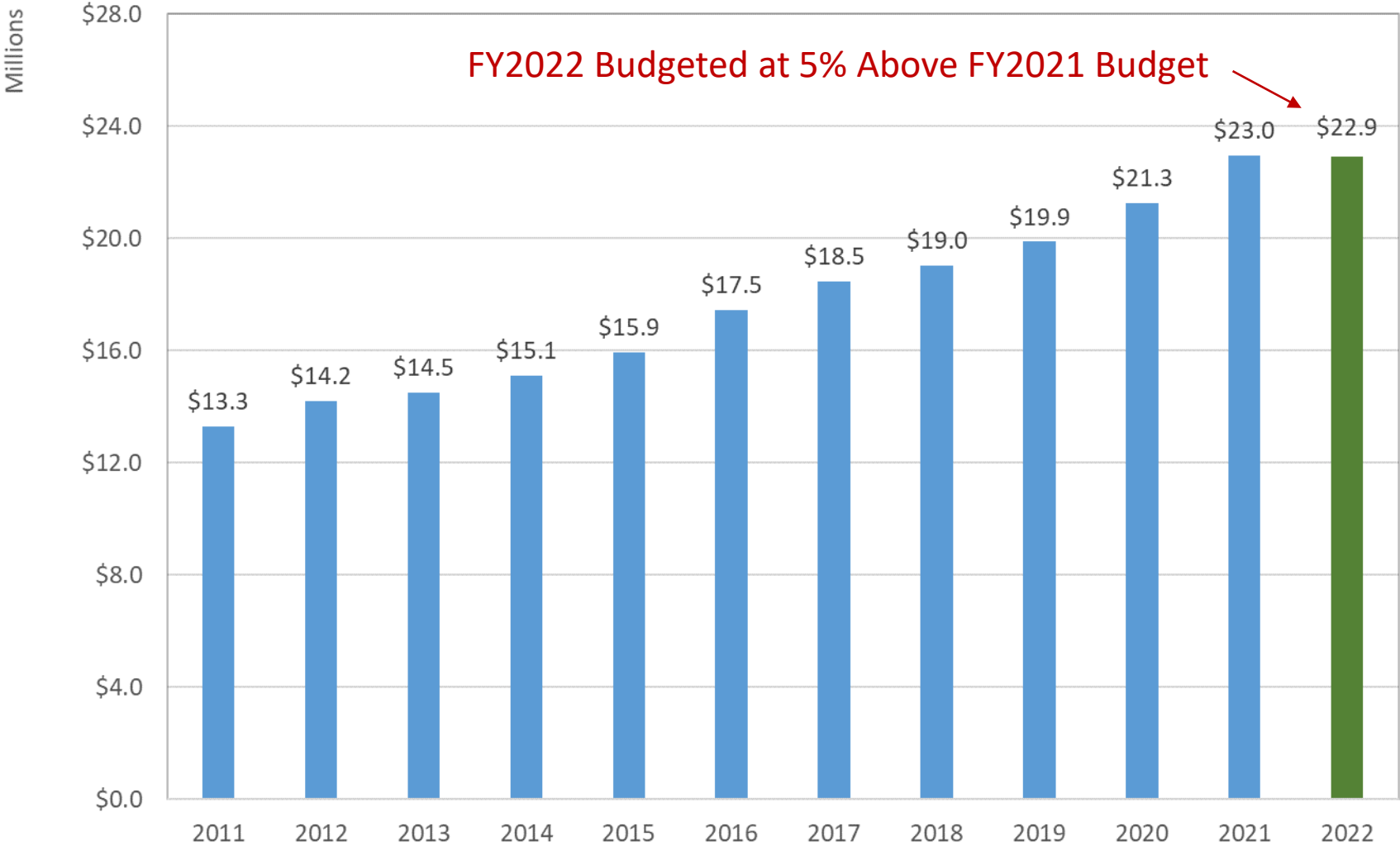
State Rank	County	Calendar Year 2020	Calendar Year 2019	% Change	
1	Mecklenburg	23,985,172,066	24,593,505,127	-2.5%	↓
2	Wake	20,688,894,658	20,617,188,785	0.3%	↑
3	Guilford	7,993,894,714	8,190,024,491	-2.4%	↓
4	Durham	7,878,163,080	8,120,563,548	-3.0%	↓
5	Forsyth	6,216,794,163	5,867,979,238	5.9%	↑
6	Buncombe	5,492,812,140	5,780,509,105	-5.0%	↓
7	New Hanover	5,165,159,508	5,315,954,202	-2.8%	↓
8	Cumberland	4,697,689,937	4,400,324,589	6.8%	↑
9	Cabarrus	3,888,105,405	3,752,842,154	3.6%	↑
10	Iredell	2,947,597,397	2,696,687,266	9.3%	↑
11	Gaston	2,854,196,746	2,623,113,586	8.8%	↑
12	Alamance	2,767,018,707	2,645,166,310	4.6%	↑
13	Pitt	2,681,143,732	2,564,149,554	4.6%	↑
14	Onslow	2,662,341,641	2,464,999,497	8.0%	↑
15	Catawba	2,611,476,138	2,557,293,655	2.1%	↑
16	Union	2,592,542,260	2,272,449,056	14.1%	↑
17	Johnston	2,262,204,196	2,081,589,487	8.7%	↑
18	Brunswick	2,236,431,955	2,025,747,549	10.4%	↑
19	Orange	1,988,256,164	2,000,362,167	-0.6%	↓
20	Dare	1,735,598,993	1,654,419,240	4.9%	↑
Total		113,345,493,599	112,224,868,606	1.0%	



# FISCAL YEAR 2021-22 PROPOSED BUDGET SALES TAX REVENUE (IN MILLIONS)



# FISCAL YEAR 2021-22 PROPOSED BUDGET SALES TAX REVENUE (IN MILLIONS)





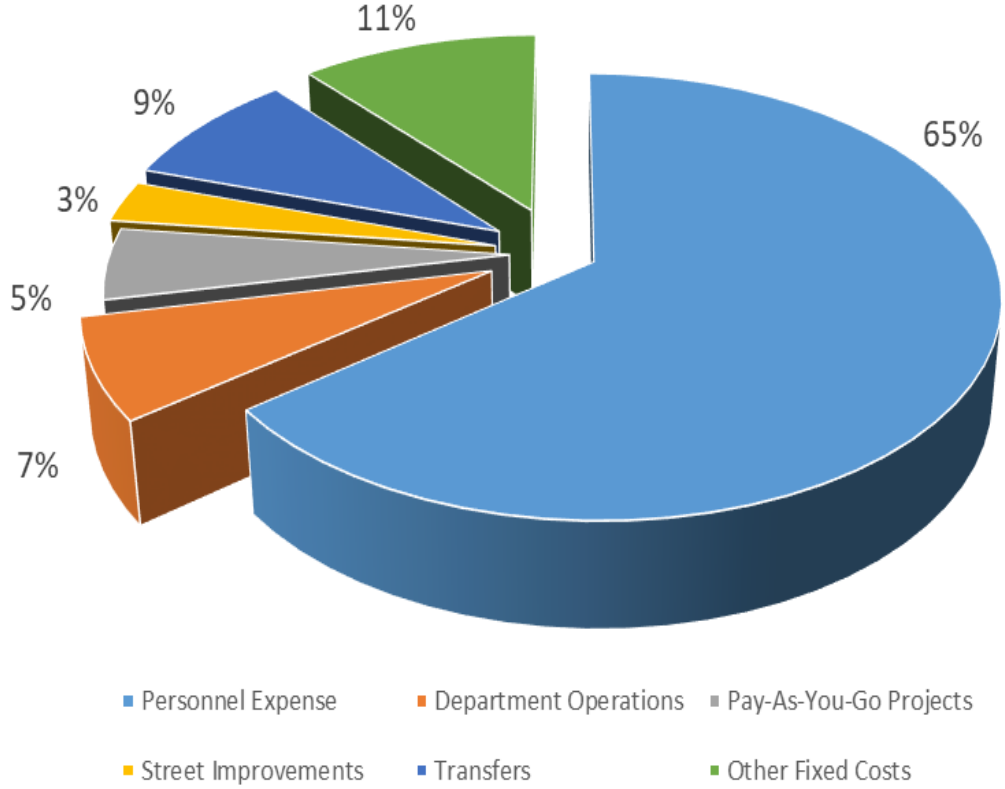
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# PROPOSED GENERAL FUND EXPENSE



# FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND EXPENSE

Personnel Expense	\$ 59,197,404
Department Operations	6,676,484
Pay-As-You-Go Projects	4,791,991
Street Improvements	2,800,000
Transfers	7,982,491
Other Fixed Costs	10,405,104
Indirect Costs	(1,950,887)
<b>Total Expense</b>	<b>\$ 89,902,587</b>



## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND EXPENSE

	FY2020-21 Base Budget	Budget Adjustments			FY2021-22 Proposed Budget	% Change	
		COVID-19 Adjustment	Fund Balance	FY2021-22 Increase (Decrease)			Total Adjustments
Personnel Expense	\$ 57,503,017	\$ -	\$ 142,387	\$ 1,552,000	\$ 1,694,387	\$ 59,197,404	2.9%
Department Operations	6,799,453	(70,069)	-	(52,900)	(122,969)	6,676,484	-1.8%
Pay-As-You-Go Projects	4,456,835	-	-	335,156	335,156	4,791,991	7.5%
Street Improvements	2,500,000	-	-	300,000	300,000	2,800,000	12.0%
Transfers	8,750,032	(787,751)	-	20,210	(767,541)	7,982,491	-8.8%
Other Fixed Costs	10,520,634	-	(10,387)	(105,143)	(115,530)	10,405,104	-1.1%
Indirect Costs	(1,950,887)	-	-	-	-	(1,950,887)	0.0%
<b>Total Expense</b>	<b>\$ 88,579,084</b>	<b>\$ (857,820)</b>	<b>\$ 132,000</b>	<b>\$ 2,049,323</b>	<b>\$ 1,323,503</b>	<b>\$ 89,902,587</b>	<b>1.5%</b>

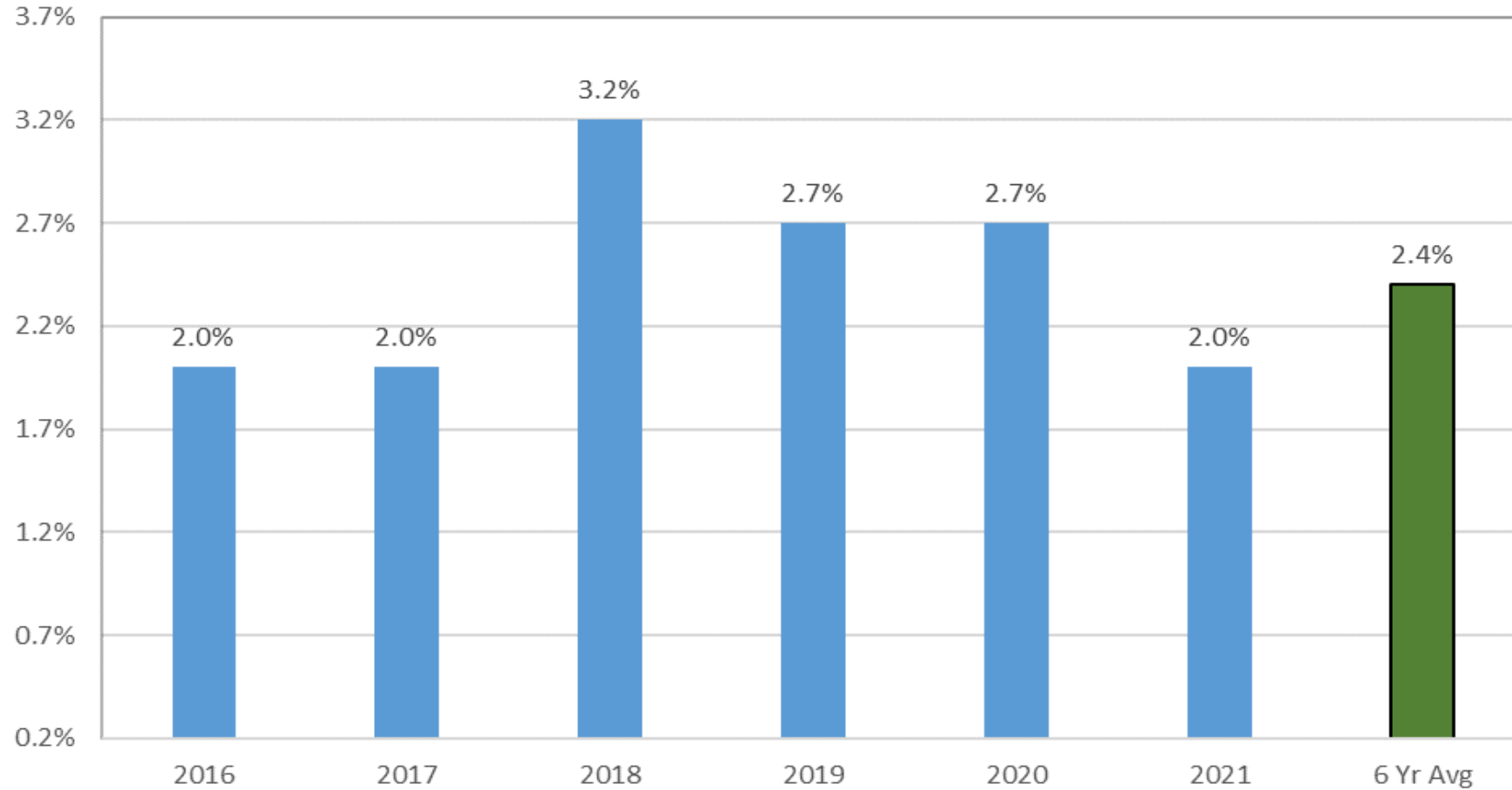
## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND PERSONNEL EXPENSE

Regular Salaries	\$ 36,121,719
Part-Time Salary	1,100,000
Overtime Expense	1,500,000
Off-Duty Expense	295,000
Allowances	502,711
Other Personnel	520,595
FICA	2,737,789
Retirement	3,806,676
Health Insurance	10,038,674
Other Benefits	1,974,240
OPEB	600,000
<b>Total</b>	<b>\$ 59,197,404</b>

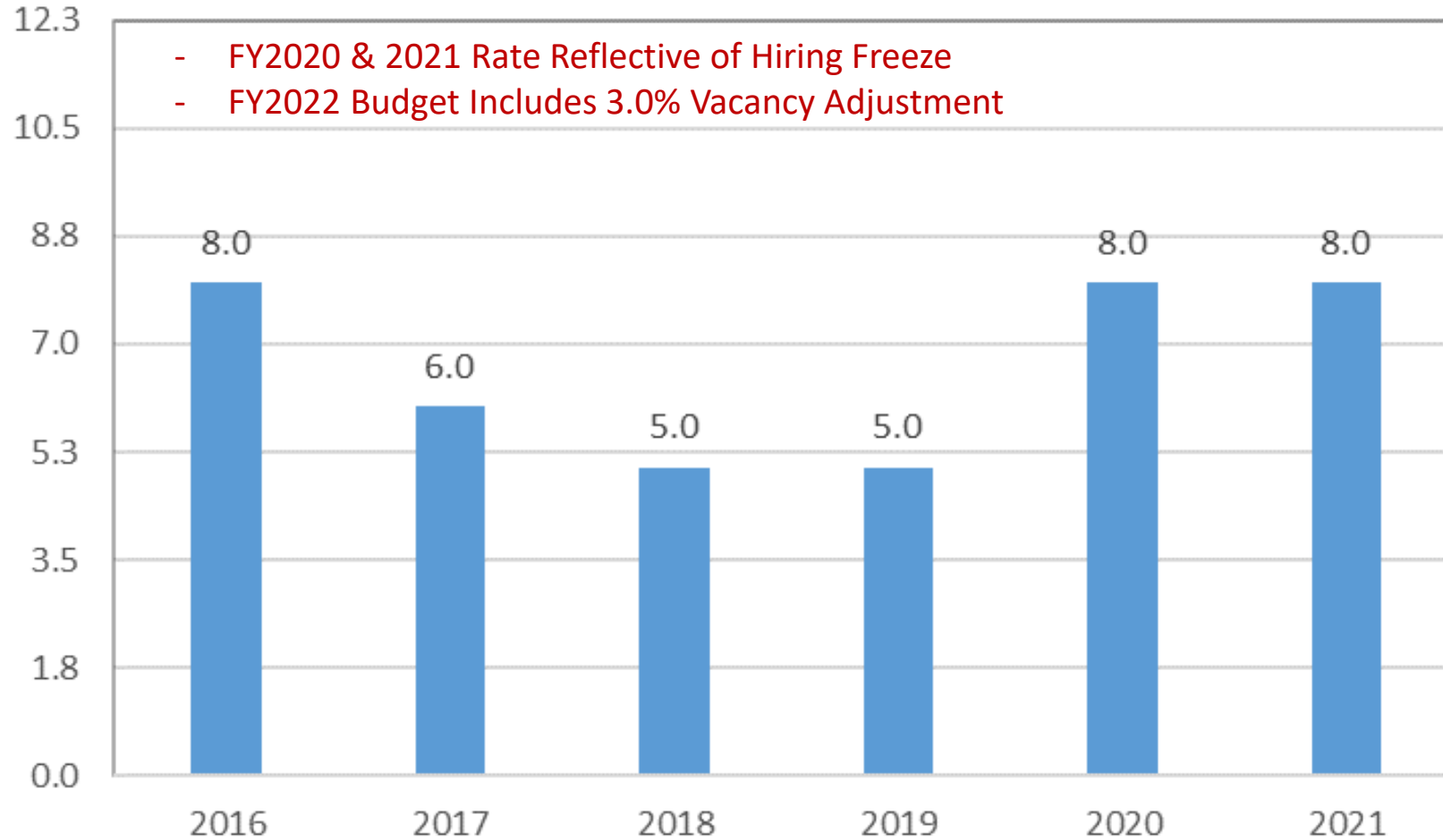
### Highlights:

- Salaries are Net of a 3.0% Vacancy Adjustment
- 2.0% Employee Wage Increase w/ Adjustment to Matching Benefits
- Addition of 1.0 Position in Traffic Services
- Addition of 1.0 Assistant City Attorney
- Addition of 1.0 Staff Support Position to Coordinate and Execute Events Programming
- 1.2% Increase in Employer Funded Retirement Rate
- \$100 Thousand Increase in OPEB Funding

## FISCAL YEAR 2021-22 PROPOSED BUDGET WAGE ADJUSTMENT HISTORY

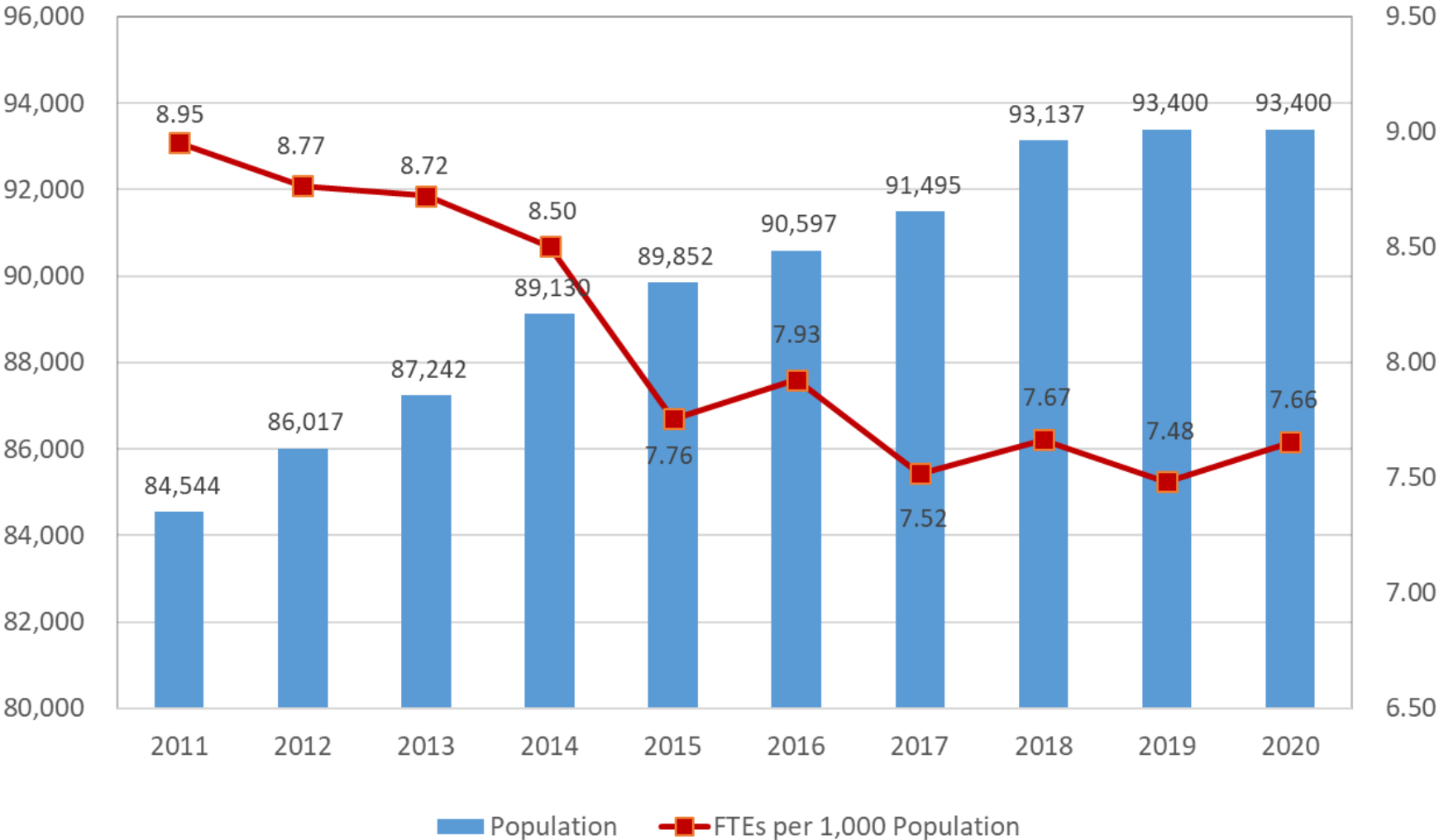


# FISCAL YEAR 2021-22 PROPOSED BUDGET HISTORICAL VACANCY RATE



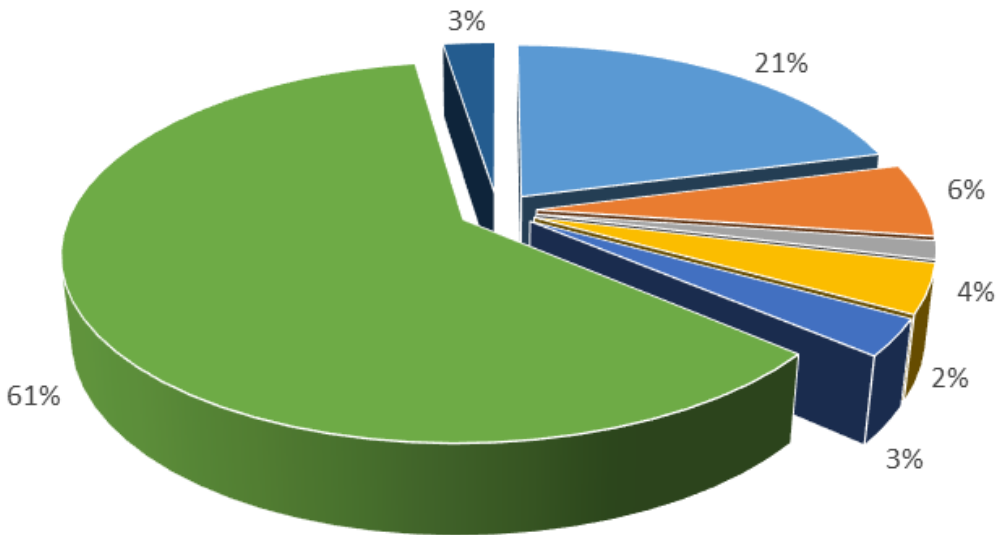


# FISCAL YEAR 2021-22 PROPOSED BUDGET CITY POSITIONS PER 1,000 POPULATION



## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND PAY-AS-YOU-GO PROJECTS

Facility Improvement Projects	\$ 1,000,000
Computer Replacements	300,000
Pedestrian Camera Replacements	75,000
IT Improvement Projects	200,000
Pedestrian Safety Projects	150,000
Vehicle Replacement Program	2,946,991
Public Safety Radios	120,000
<b>Total</b>	<b>\$ 4,791,991</b>



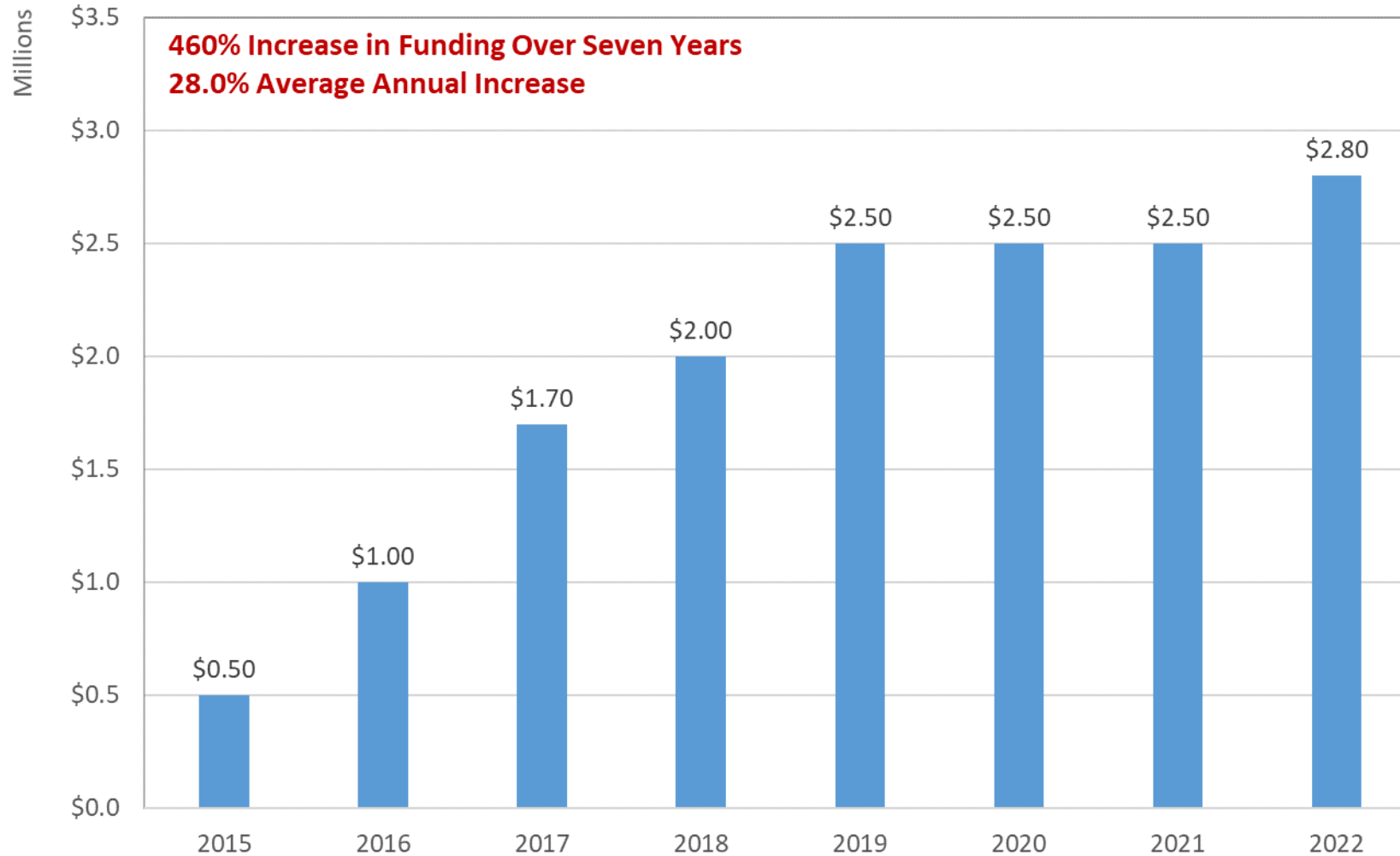
**Represents 5.3% of Budget**

- Facility Improvement Projects
  - Pedestrian Camera Replacements
  - Pedestrian Safety Projects
  - Public Safety Radios
- Computer Replacements
  - IT Improvement Projects
  - Vehicle Replacement Program

**FISCAL YEAR 2021-22 PROPOSED BUDGET  
VEHICLE REPLACEMENT FIVE YEAR FUNDING LEVELS  
(Based on Size of Current Fleet)**

Fiscal Year	Replacement Schedule	General Fund Appropriations	% Funded
2020-21	\$ 6,100,000	\$ 2,636,157	43.22%
2021-22	6,100,000	2,946,991	48.31%
2022-23	5,000,000	3,035,401	60.71%
2023-24	3,200,000	3,126,463	97.70%
2024-25	3,400,000	3,220,257	94.71%
<b>Total</b>	<b>\$ 23,800,000</b>	<b>\$ 14,965,268</b>	<b>62.88%</b>

## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND STREET IMPROVEMENTS BUDGET



### 7 Year Funding Total

2016	\$	1,000,000
2017		1,700,000
2018		2,000,000
2019		2,500,000
2020		2,500,000
2021		2,500,000
2022		2,800,000
		<hr/>
Subtotal		15,000,000
2015 Bond		10,000,000
		<hr/>
Total		<u><u>25,000,000</u></u>

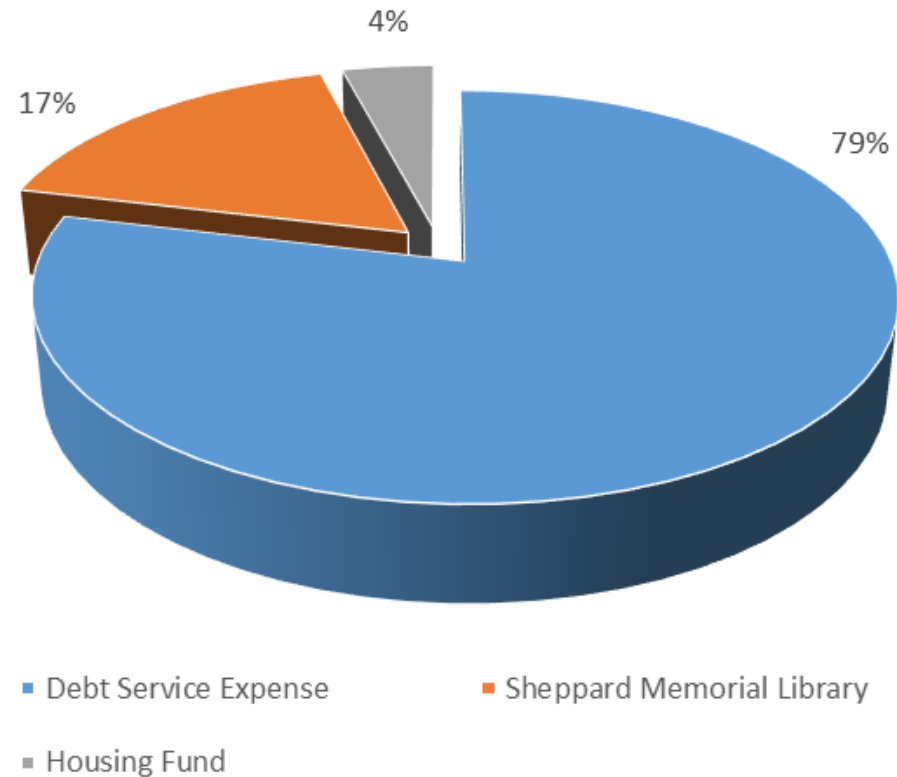
**FISCAL YEAR 2021-22 PROPOSED BUDGET  
GENERAL FUND STREET IMPROVEMENTS BUDGET**

FY2020-21 Budget	\$ 2,500,000
FY2021-22 Budget Increase	<u>300,000</u>
FY2021-22 Budget	\$ 2,800,000
Carryover From FY2020-21	909,416
Total FY2021-22 Street Resurfacing Allocation	<u><u>\$ 3,709,416</u></u>

***With the FY2022 Allocation, the City will Have Funded \$25 Million in Street Improvements Over the Last 7 Years !***

## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND TRANSFERS BUDGET

Debt Service Expense	6,286,286
Sheppard Memorial Library	1,367,510
Housing Fund	328,695
<b>Total</b>	<b>\$ 7,982,491</b>

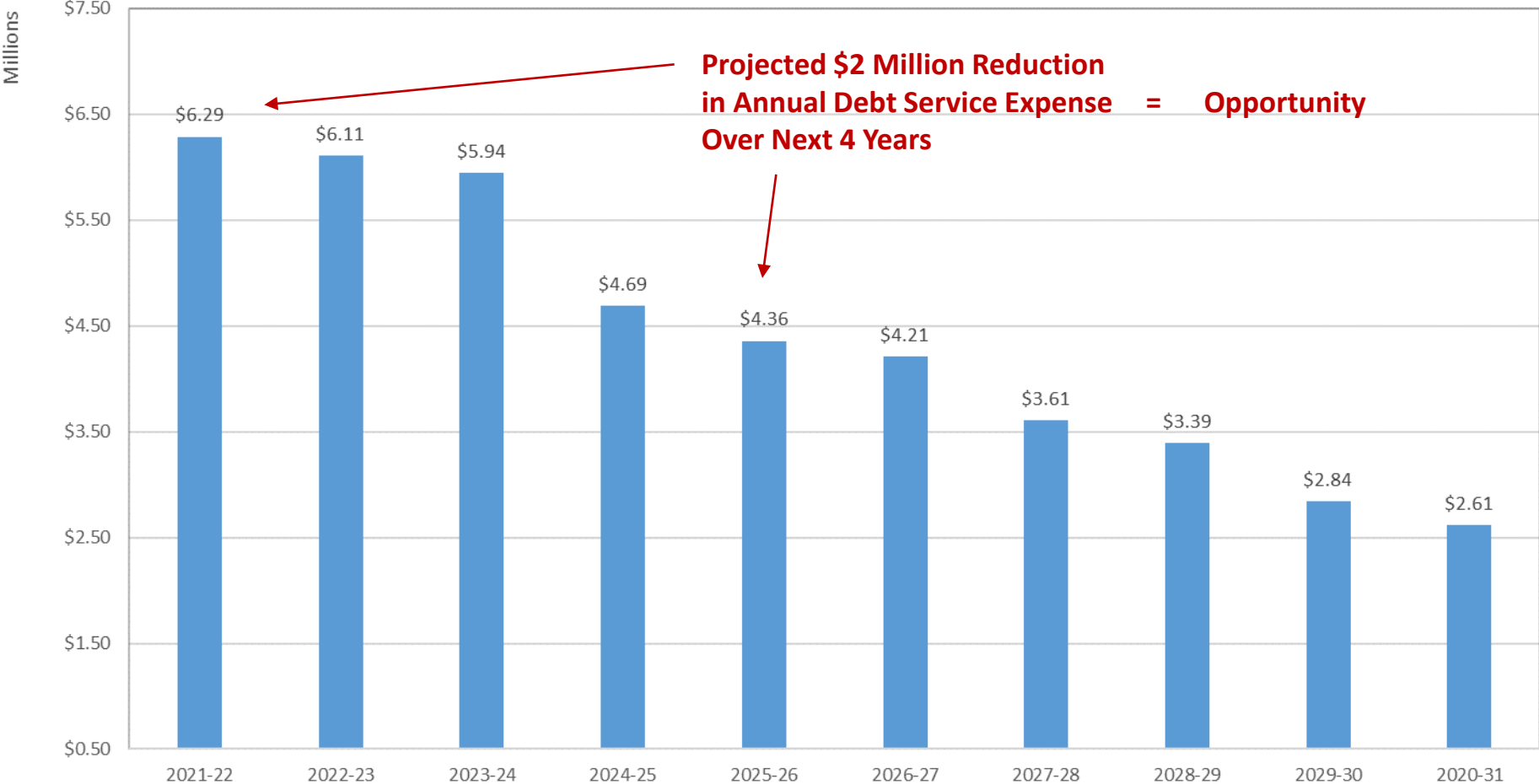


- Represents 8.9% of Budget
- \$787,751 In Matching Transit Funding Being Funded with Federal Stimulus Dollars for FY2021-211

## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND DEBT SERVICE BUDGET

Borrowing Description	Outstanding Debt Service Expense	FY2022 Projected Expense	FY2022 Proposed Budget
2011 Public Improvements	\$ 218,840	\$ -	\$ 218,840
2012 GESC Equipment	214,925	-	214,925
2012 Bond Refunding	1,111,388	-	1,111,388
2013 Parking Deck	404,118	-	404,118
2016 Public Safety	161,809	-	161,809
2016 Bond Refunding	623,121	-	623,121
2016 South Greenville Center	182,794	-	182,794
2016 Streets Improvements	667,000	-	667,000
2018 Superion	210,903	-	210,903
2020 Streets Improvements	676,812	-	676,812
2022 Fire Station #7	-	631,702	631,702
2022 BUILD Projects	-	606,150	606,150
2022 R&P Projects	-	576,723	576,723
<b>Total</b>	<b>\$ 4,471,711</b>	<b>\$ 1,814,575</b>	<b>\$ 6,286,286</b>

# FISCAL YEAR 2021-22 PROPOSED BUDGET PROJECTED TEN YEAR DEBT PAYMENTS



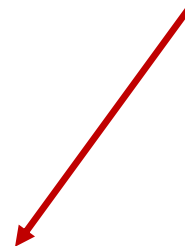


## FISCAL YEAR 2021-22 PROPOSED BUDGET GENERAL FUND FIXED COSTS BUDGET

Fleet Maintenance	\$ 2,681,800
IT Fixed Costs	2,143,315
Liability Insurance	1,222,182
Street Lighting	1,625,000
Utilities	922,807
Economic Development Initiatives	745,000
County Tax Collection Fee	610,000
Community Partnerships	195,000
Other Fixed Costs	260,000
<b>Total</b>	<b>\$ 10,405,104</b>

### Economic Development Initiatives

ENC Alliance Partnership	\$ 500,000
Jobs Creation Grant	100,000
MWBE Incubate to Accelerate	100,000
Small Business Support Initiatives	20,000
PCC Workforce Development	25,000
<b>Total</b>	<b>\$ 745,000</b>



**Represents 11.6% of Budget**



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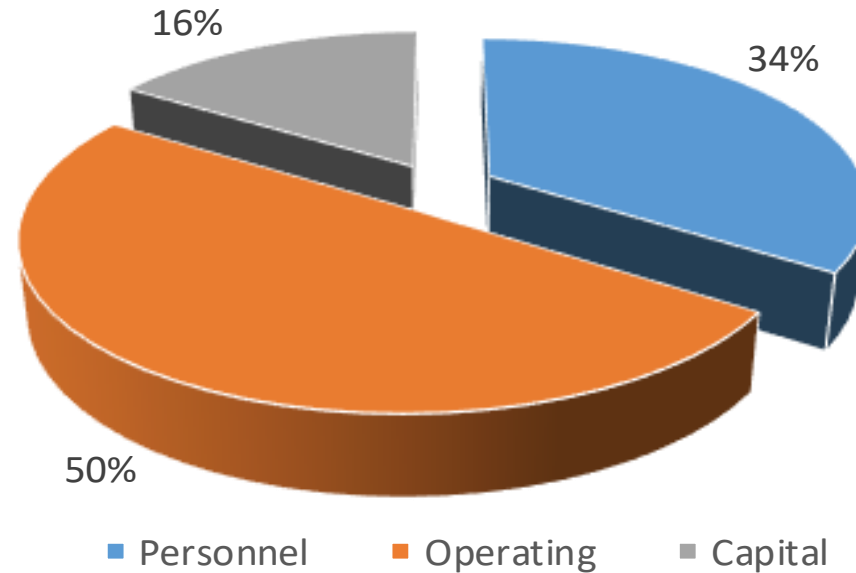
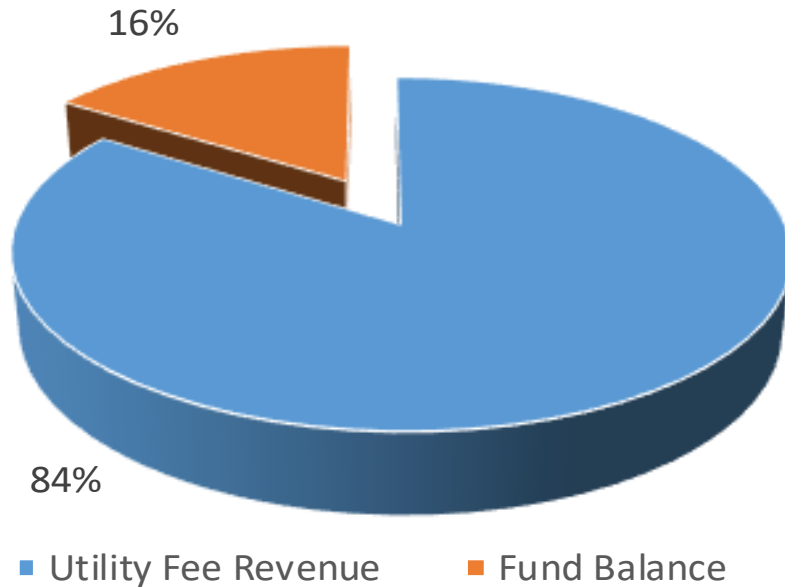
# PROPOSED STORMWATER FUND BUDGET



# FISCAL YEAR 2021-22 PROPOSED BUDGET STORMWATER FUND

Proposed Revenue	
Utility Fee Revenue	\$ 7,374,199
Fund Balance	1,386,402
Total	
	\$ 8,760,601

Proposed Expense	
Personnel	\$ 3,006,105
Operating	4,354,496
Capital	1,400,000
Total	
	\$ 8,760,601



# STORMWATER UTILITY PLAN

## PLAN OVERVIEW

- At the April 11, 2019 Council Meeting, Council Adopted a Stormwater Utility Plan
- Plan Included a \$1.00 Increase in the ERU Rate Each Year for a Four-Year Period Beginning FY2020-21
- The Rate Would Increase \$4.00 Over Four Years and be Used to Fund:
  - Increased Level of Operating Services (i.e. Preventive Maintenance Initiatives)
  - Capital Projects Funded on a Pay-As-You-Go Basis (i.e. On-Call Contract)
  - Major Capital Projects Funded with Debt Service

# STORMWATER UTILITY PLAN PLAN OVERVIEW

- During the FY2020-21 Budget Process, Staff Recommended Council Delay the Funding Plan by ONE YEAR Due to the Following:
  - Unforeseen Impact of COVID-19...
- Staff of the Stormwater Division Provided Council an Operational Overview of the Plan at the December, 2020 Council Workshop
- The FY2021-22 Proposed Budget Includes Implementation of the Funding Plan

## STORMWATER UTILITY PLAN PREVENTIVE MAINTENANCE LEVELS

Level of Service	Current Plan	Proposed Plan
Inspect New Infrastructure	10.0%	50.0%
Public Channels Cleaned	2 Yrs	Yearly
Catch Basins Cleaned / Inspected	5 Yrs	2.5 Yrs
Pipes Cleaned / Inspected	As Needed	7 Yrs
Utility Audits	None	Yes
Repair / Replace (Maintenance)	None	\$1.5 M
Condition Assessment	None	5% / Yr

# STORMWATER UTILITY PLAN PLAN FUNDING

Year	Utility Rate	
	Monthly Rate per ERU	Change
2022	\$ 6.35	\$ 1.00
2023	7.35	1.00
2024	8.35	1.00
2025	9.35	1.00
2026	9.35	-
2027	9.35	-
2028	9.35	-
2029	9.35	-
2030	9.35	-
2031	9.85	0.50
Total		\$ 4.50

Proposed Utility Plan Funding

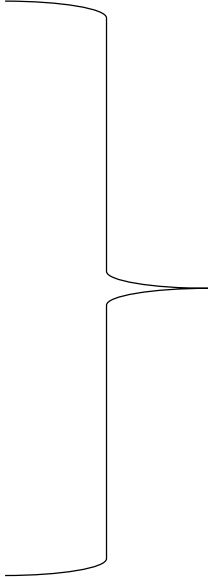
# STORMWATER UTILITY PLAN PLAN FUNDING

Year	Utility Rate		Proposed Utility Plan Funding	
	Monthly Rate per ERU	Change	Major Capital Projects	
2022	\$ 6.35	\$ 1.00	\$ 12,000,000	} Financed With Revenue Bonds
2023	7.35	1.00	-	
2024	8.35	1.00	-	
2025	9.35	1.00	14,000,000	
2026	9.35	-	-	
2027	9.35	-	-	
2028	9.35	-	14,000,000	
2029	9.35	-	-	
2030	9.35	-	-	
2031	9.85	0.50	14,000,000	
<b>Total</b>		<b>\$ 4.50</b>	<b>\$ 54,000,000</b>	



# STORMWATER UTILITY PLAN PLAN FUNDING

Year	Utility Rate		Proposed Utility Plan Funding	
	Monthly Rate per ERU	Change	Major Capital Projects	Pay-As-You-Go Projects
2022	\$ 6.35	\$ 1.00	\$ 12,000,000	\$ 1,400,000
2023	7.35	1.00	-	1,435,000
2024	8.35	1.00	-	1,470,875
2025	9.35	1.00	14,000,000	1,507,647
2026	9.35	-	-	1,587,971
2027	9.35	-	-	1,627,670
2028	9.35	-	14,000,000	1,668,362
2029	9.35	-	-	1,710,071
2030	9.35	-	-	1,752,823
2031	9.85	0.50	14,000,000	1,796,643
<b>Total</b>		<b>\$ 4.50</b>	<b>\$ 54,000,000</b>	<b>\$ 15,957,063</b>



Paid  
With  
Cash

# STORMWATER UTILITY PLAN PLAN FUNDING

Year	Utility Rate		Proposed Utility Plan Funding		
	Monthly Rate per ERU	Change	Major Capital Projects	Pay-As-You-Go Projects	Operations / Preventive Maintenance
2022	\$ 6.35	\$ 1.00	\$ 12,000,000	\$ 1,400,000	\$ 4,091,750
2023	7.35	1.00	-	1,435,000	4,194,044
2024	8.35	1.00	-	1,470,875	4,298,895
2025	9.35	1.00	14,000,000	1,507,647	4,406,367
2026	9.35	-	-	1,587,971	4,516,526
2027	9.35	-	-	1,627,670	4,629,440
2028	9.35	-	14,000,000	1,668,362	4,745,176
2029	9.35	-	-	1,710,071	4,863,805
2030	9.35	-	-	1,752,823	4,985,400
2031	9.85	0.50	14,000,000	1,796,643	5,110,035
<b>Total</b>		<b>\$ 4.50</b>	<b>\$ 54,000,000</b>	<b>\$ 15,957,063</b>	<b>\$ 45,841,437</b>

# STORMWATER UTILITY PLAN PLAN FUNDING

Year	Utility Rate		Proposed Utility Plan Funding			
	Monthly Rate per ERU	Change	Major Capital Projects	Pay-As-You-Go Projects	Operations / Preventive Maintenance	Total Plan Funding
2022	\$ 6.35	\$ 1.00	\$ 12,000,000	\$ 1,400,000	\$ 4,091,750	\$ 17,491,750
2023	7.35	1.00	-	1,435,000	4,194,044	5,629,044
2024	8.35	1.00	-	1,470,875	4,298,895	5,769,770
2025	9.35	1.00	14,000,000	1,507,647	4,406,367	19,914,014
2026	9.35	-	-	1,587,971	4,516,526	6,104,497
2027	9.35	-	-	1,627,670	4,629,440	6,257,110
2028	9.35	-	14,000,000	1,668,362	4,745,176	20,413,538
2029	9.35	-	-	1,710,071	4,863,805	6,573,876
2030	9.35	-	-	1,752,823	4,985,400	6,738,223
2031	9.85	0.50	14,000,000	1,796,643	5,110,035	20,906,678
<b>Total</b>		<b>\$ 4.50</b>	<b>\$ 54,000,000</b>	<b>\$ 15,957,063</b>	<b>\$ 45,841,437</b>	<b>\$ 115,798,500</b>

## STORMWATER UTILITY PLAN PLAN FUNDING OVER TEN YEARS

Areas Funded	Current Plan	Proposed Plan
Major Capital Projects	\$ -	\$ 54,000,000
Pay-As-You-Go Projects	12,500,000	15,957,063
Operations / Preventive Maintenance	32,957,548	45,841,437
Total Funding	\$ 45,457,548	\$ 115,798,500



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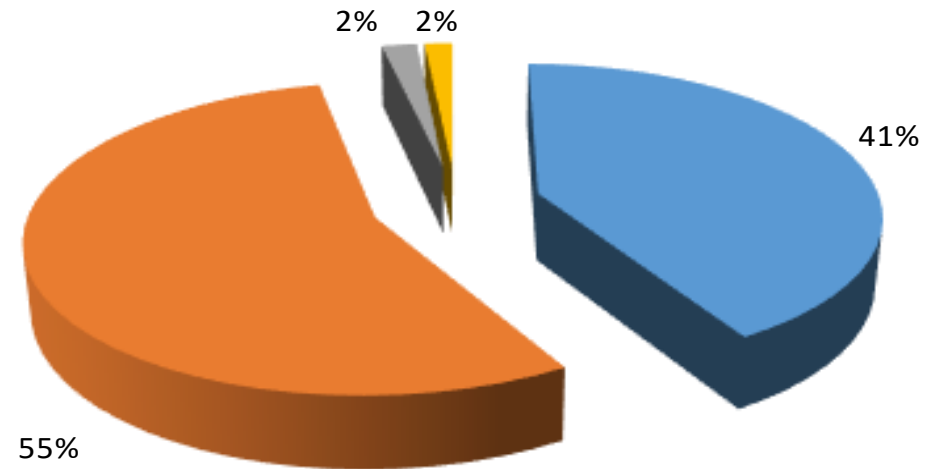
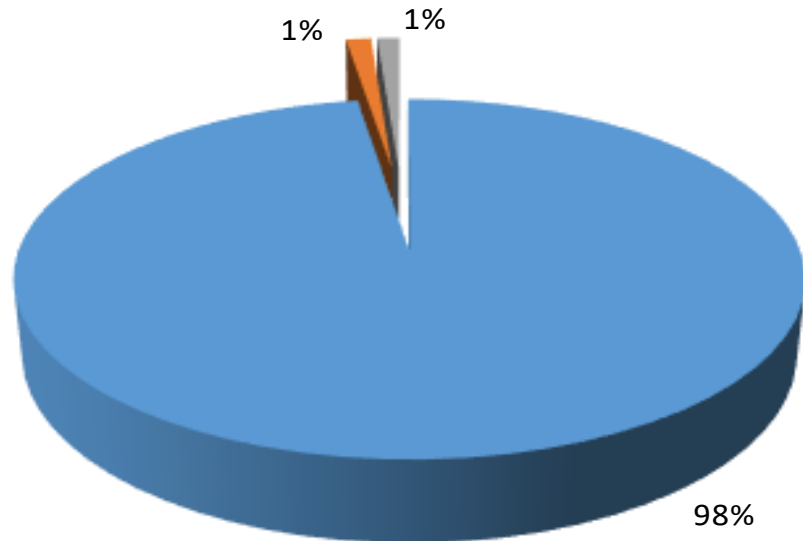
# PROPOSED OTHER FUND BUDGETS



# FISCAL YEAR 2021-22 PROPOSED BUDGET SANITATION FUND

Proposed Revenue	
Refuse Fees	\$ 7,752,106
Cart & Dumpster Sales	100,000
Other Revenues	188,500
<b>Total</b>	<b>\$ 8,040,606</b>

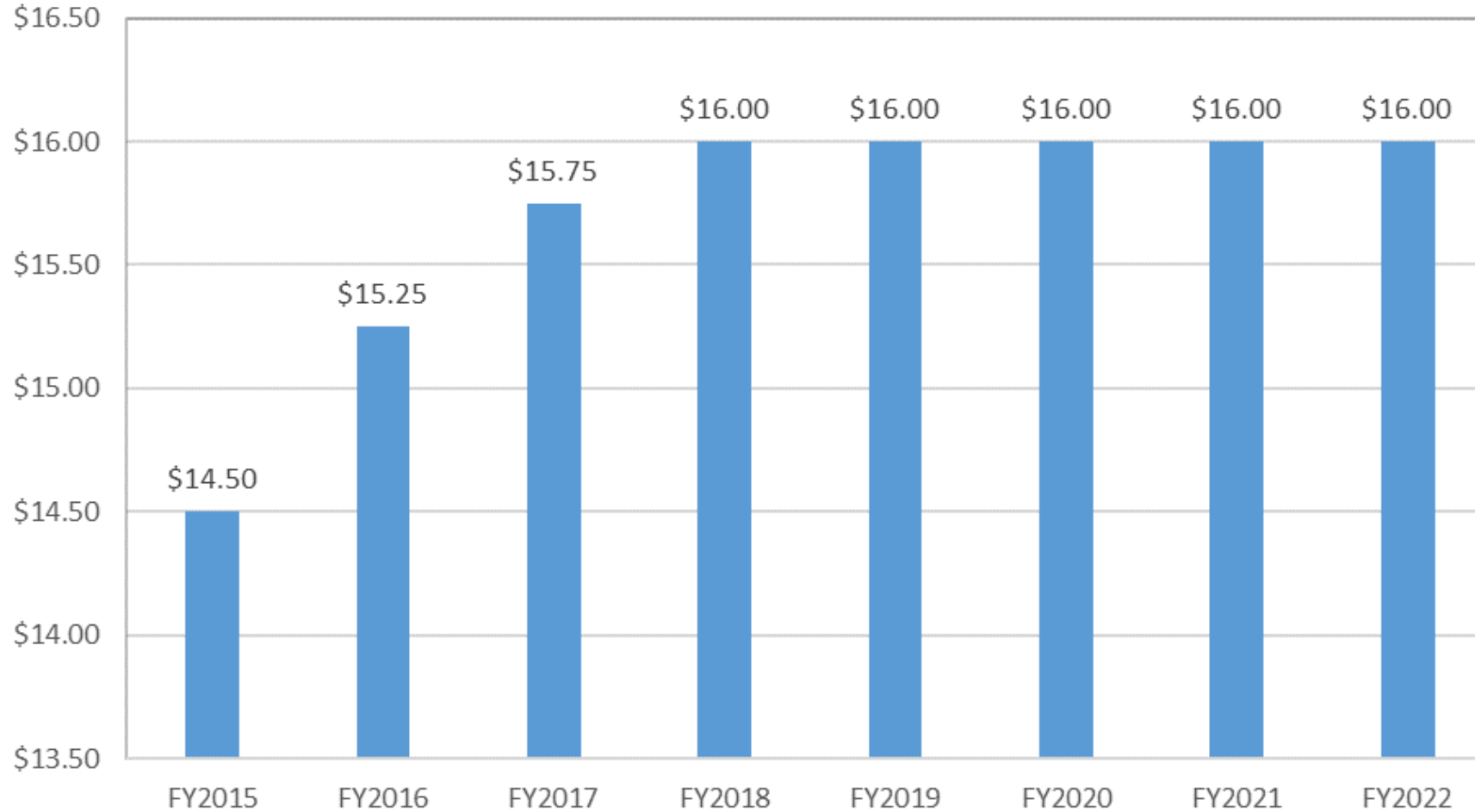
Proposed Expense	
Personnel	\$ 3,202,789
Operating	4,568,058
Capital	150,000
Debt Service	119,759
<b>Total</b>	<b>\$ 8,040,606</b>



■ Refuse Fees                      ■ Cart & Dumpster Sales  
■ Other Revenues

■ Personnel                      ■ Operating                      ■ Capital  
■ Debt Service                      ■ Transfer to VRF

## FISCAL YEAR 2021-22 PROPOSED BUDGET SANITATION MONTHLY CURBSIDE RATES



# FISCAL YEAR 2021-22 PROPOSED BUDGET

## DEBT SERVICE FUND

### City Debt Service

2011 Public Improvements	\$ 218,840
2012 GESC Equipment	214,925
2012 Bond Refunding	1,111,388
2013 Parking Deck	404,118
2016 Public Safety	161,809
2016 Bond Refunding	623,121
2016 South Greenville Center	182,794
2016 Streets Improvements	667,000
2018 Superion	210,903
2020 Streets Improvements	676,812
2022 Fire Station #7	631,702
2022 BUILD Projects	606,150
2022 R&P Projects	576,723

---

\$ 6,286,286

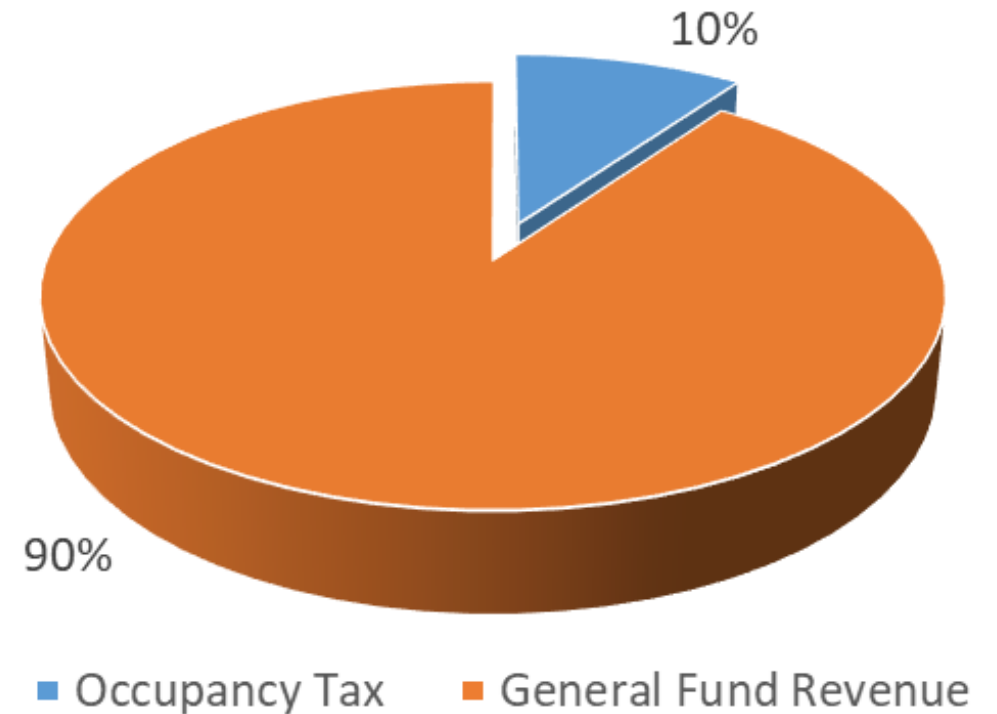
### Convention Center Debt Service

684,958

### Toal Debt Service

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\$ 6,971,244

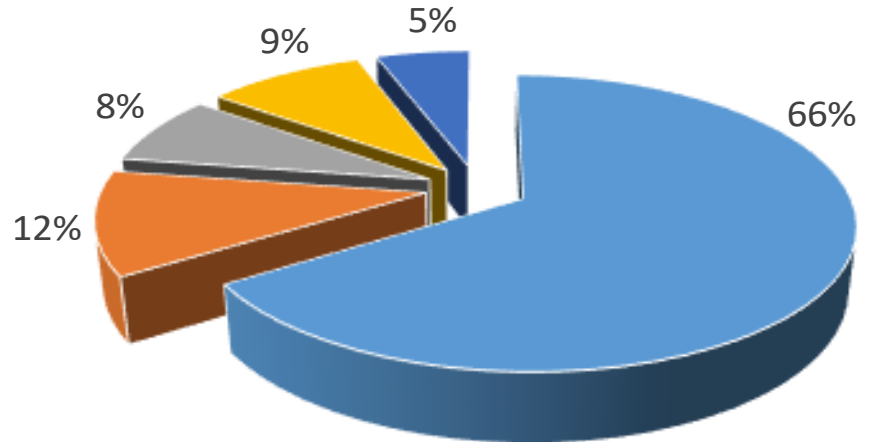




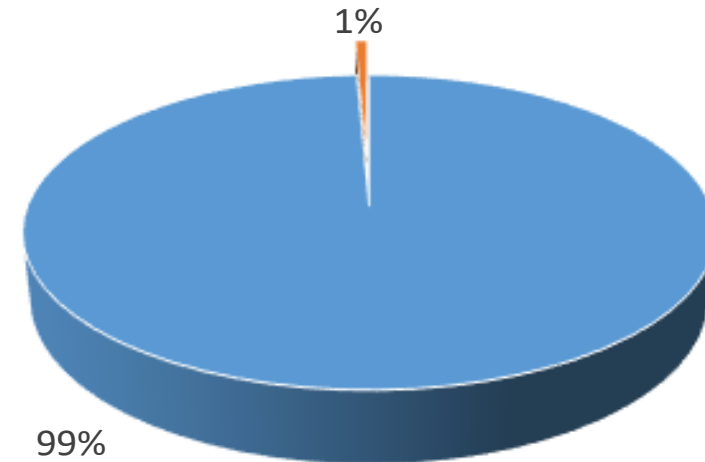
# FISCAL YEAR 2021-22 PROPOSED BUDGET HEALTH FUND

Proposed Revenue	
City Employer Contributions	\$ 9,397,836
City Employee Contributions	1,646,123
Other Agencies	1,103,731
Retiree Contributions	1,327,544
Other Revenue	783,414
<b>Total</b>	<b>\$ 14,258,648</b>

Proposed Expense	
Claims Expense	\$ 14,162,703.00
Other Expense	95,945
<b>Total</b>	<b>\$ 14,258,648</b>



- City Employer Contributions
- City Employee Contributions
- Other Agencies
- Retiree Contributions
- Other Revenue



- Claims Expense
- Other Expense



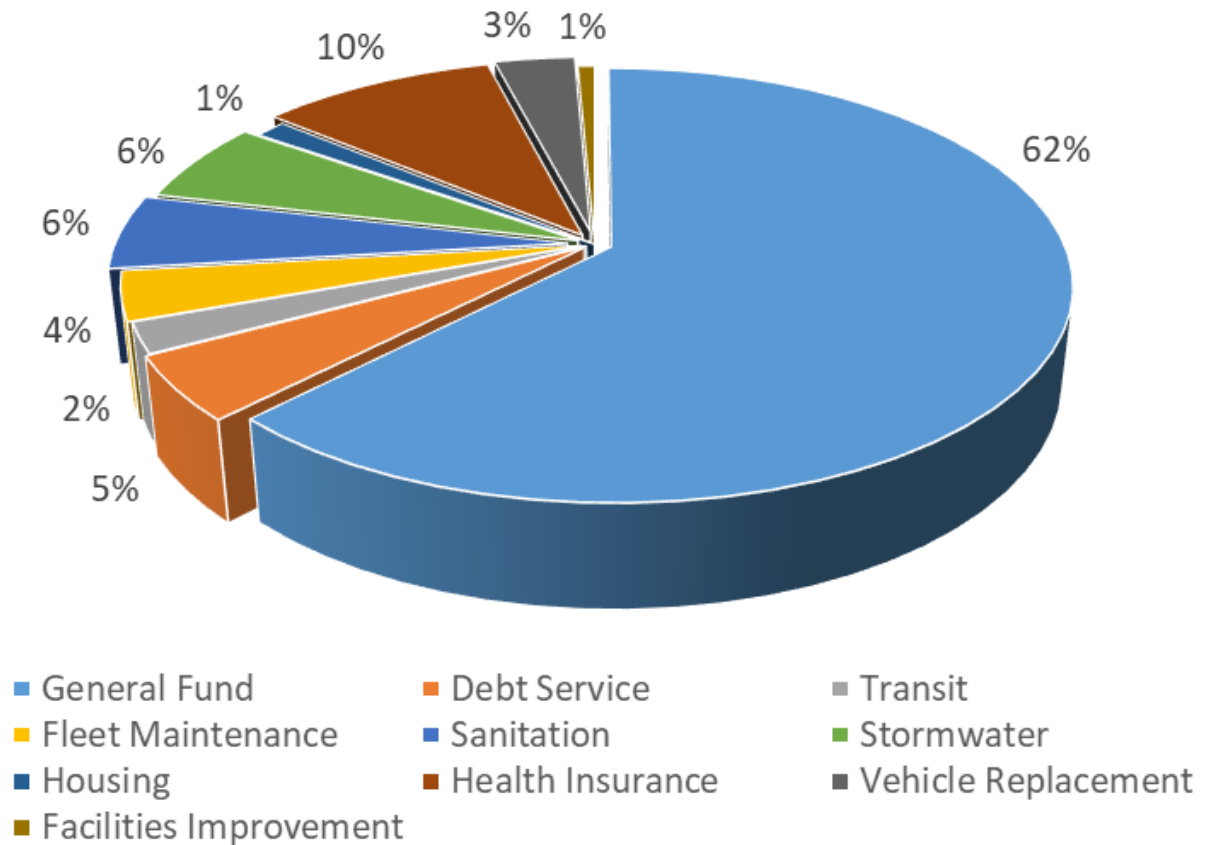
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# FISCAL YEAR 2021-22 PROPOSED BUDGET SUMMARY



## FISCAL YEAR 2021-22 PROPOSED BUDGET CITY OPERATING FUNDS OVERVIEW

General Fund	\$ 89,902,587
Debt Service	6,971,244
Transit	3,264,114
Fleet Maintenance	5,295,550
Sanitation	8,040,606
Stormwater	8,760,601
Housing	1,884,784
Health Insurance	14,258,648
Vehicle Replacement	4,837,486
Facilities Improvement	1,000,000
<b>Total Budget</b>	<b>\$ 144,215,620</b>



## FISCAL YEAR 2021-22 PROPOSED BUDGET SUMMARY

- Direct Reflection of the City Council's Strategic Goals
- Maintains the City's Property Tax Rate at 49.45 Cents (40 Year Low!)
- Appropriates Over 91% of all General Fund Revenues into Core Public Service Areas
- Provides for the Implementation of the Stormwater Utility Plan Approved by Council in April, 2019
- Includes a \$2.0 Million Increase in Projected Tax Revenues
- Provides for a 2.0% Average Wage Increase for Employees
- Provides for a \$300 Thousand Increase in Streets Improvement Funding for a Total of \$2.8 Million in Annual Funding

## **FISCAL YEAR 2021-22 PROPOSED BUDGET SUMMARY**

- Continues a Recurring \$500 Thousand in Funding as a Sustaining Member of the Greenville ENC Alliance
- Includes \$1.8 Million in Recurring Funding to Finance the BUILD Grant Projects, Construction of Fire Station #7, the New Community Pool, Eppes Recreation Center Improvements, and Wildwood Park Development
- Provides for \$4.35 Million in Pay-As-You-Go Funding for Various Capital Project Initiatives
- Includes \$120 Thousand in New Funding for Public Safety Radio Replacements
- Maintains the City's Sanitation Pickup Fee at \$16.00 per Month for the Fifth Consecutive Year

***The City's 2021-22 Proposed Budget is the Common Link Used to Achieve All of Council's Goals !!!***





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# QUESTIONS





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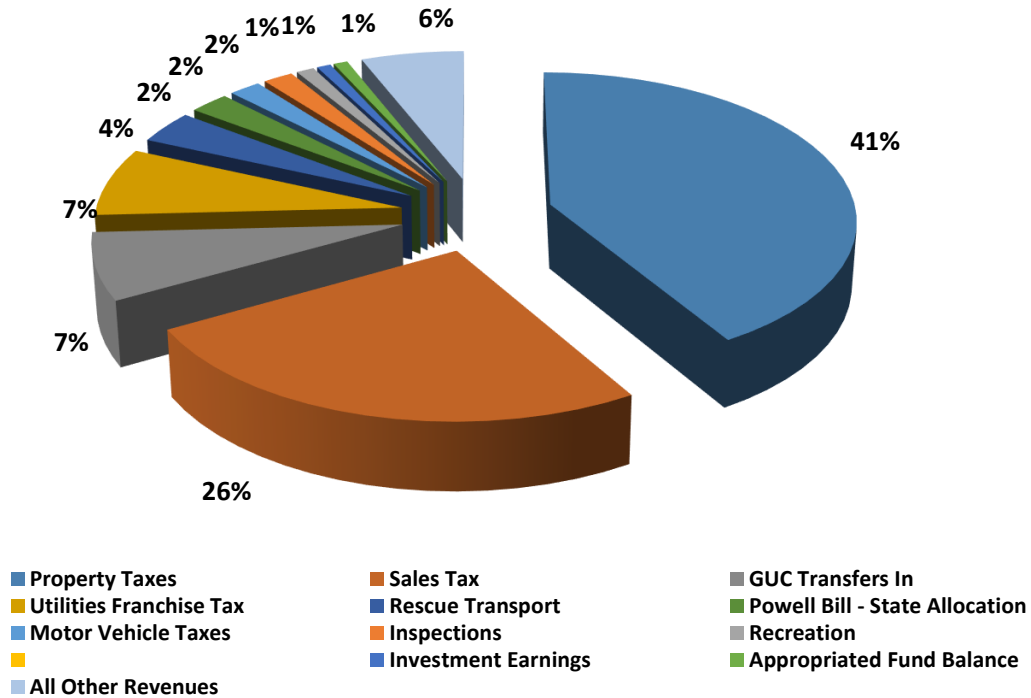
**FISCAL YEAR 2021-22 PROPOSED BUDGET**

**GENERAL FUND**



**GENERAL FUND  
REVENUE SUMMARY**

	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 ORIGINAL	2022 PROPOSED
PROPERTY TAXES	\$ 29,934,734	\$ 30,649,903	\$ 34,250,808	\$ 35,594,992	\$ 37,213,255
SALES TAXES	19,117,701	20,736,259	20,465,509	16,366,718	22,913,854
GUC TRANSFERS IN	7,358,265	6,661,899	6,654,003	6,428,989	6,579,431
UTILITIES FRANCHISE TAX	6,949,180	6,827,761	6,832,754	7,000,000	6,700,000
RESCUE TRANSPORT	3,060,016	2,692,167	3,182,772	2,869,000	3,200,000
POWELL BILL	2,220,065	2,201,441	2,174,190	2,182,000	2,123,924
MOTOR VEHICLE TAXES	1,016,260	1,407,660	1,577,823	1,560,000	1,685,125
INSPECTIONS	715,659	1,394,750	1,629,682	1,047,114	1,600,000
RECREATION & PARKS	1,864,662	1,851,389	814,818	1,001,475	950,581
INVESTMENT EARNINGS	691,409	381,105	1,789,127	445,000	744,489
ALL OTHER REVENUES	4,713,527	6,989,568	7,535,066	5,900,796	5,441,928
<b>SUBTOTAL</b>	<b>\$ 77,641,478</b>	<b>\$ 81,793,902</b>	<b>\$ 86,906,552</b>	<b>\$ 80,396,084</b>	<b>\$ 89,152,587</b>
APPROPRIATED FUND BALANCE					
GENERAL FUND	\$ -	\$ -	\$ -	\$ 300,000	\$ 750,000
POWELL BILL	-	-	-	318,000	-
<b>TOTAL</b>	<b>\$ 77,641,478</b>	<b>\$ 81,793,902</b>	<b>\$ 86,906,552</b>	<b>\$ 81,014,084</b>	<b>\$ 89,902,587</b>

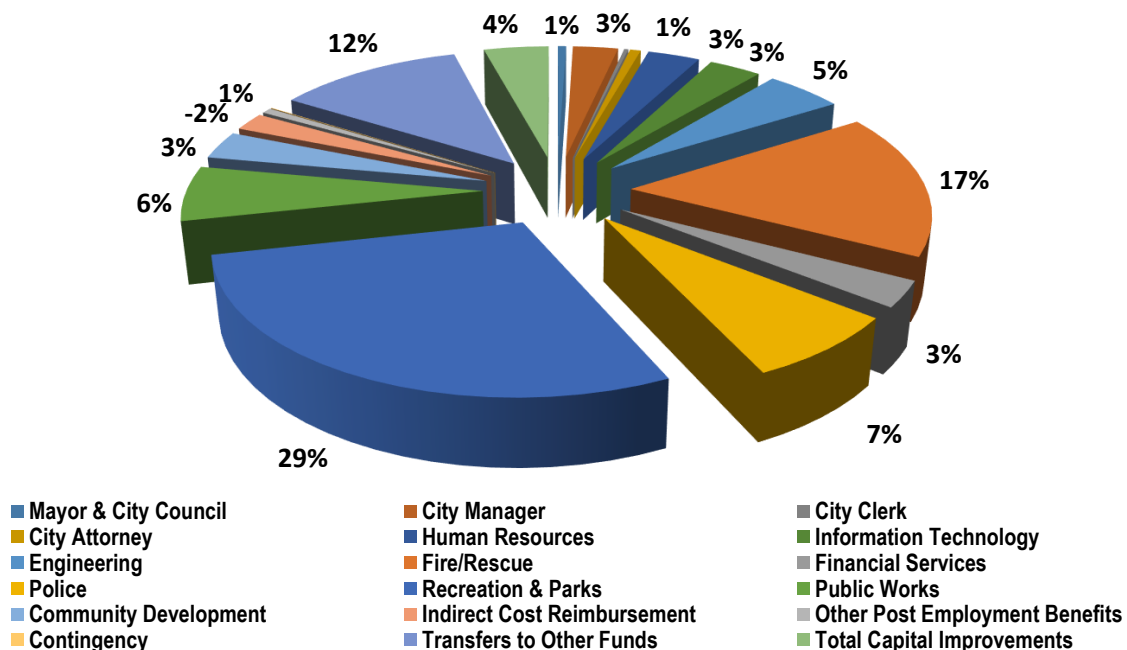


**GENERAL FUND  
REVENUE DETAIL**

	2021 BASE BUDGET	BUDGET ADJUSTMENTS			2022 PROPOSED BUDGET	% CHANGE	
		NET COVID-19 ADJUSTMENT	FUND BALANCE	2022 INCREASE (DECREASE)			TOTAL ADJUSTMENTS
<b>TAX REVENUE</b>							
PROPERTY TAXES	\$ 36,294,992	\$ -	\$ -	\$ 918,263	\$ 918,263	\$ 37,213,255	2.5%
SALES TAX	21,822,718	-	-	1,091,136	1,091,136	22,913,854	5.0%
MOTOR VEHICLE FEE	1,560,000	-	-	125,125	125,125	1,685,125	8.0%
UTILITY FRANCHISE TAX	7,000,000	-	-	(300,000)	(300,000)	6,700,000	-4.3%
<b>SUBTOTAL</b>	<b>66,677,710</b>	<b>-</b>	<b>-</b>	<b>1,834,524</b>	<b>1,834,524</b>	<b>68,512,234</b>	<b>2.8%</b>
<b>OTHER GOVERNMENTAL</b>							
<b>OTHER UNRESTRICTED</b>							
RENTAL VEHICLE	158,566	-	-	12,429	12,429	170,995	7.8%
VIDEO PROGRAM	868,522	-	-	(85,439)	(85,439)	783,083	-9.8%
IN LIEU OF TAXES	68,819	-	-	1,314	1,314	70,133	1.9%
STATE FIRE PROTECTION	401,817	-	-	4,018	4,018	405,835	1.0%
BEER & WINE	400,000	-	-	2,000	2,000	402,000	0.5%
	1,897,724	-	-	(65,678)	(65,678)	1,832,046	-3.5%
<b>OTHER RESTRICTED</b>							
TRAFFIC CONTROL MAINT	191,000	-	-	-	-	191,000	0.0%
STREET SWEEPER	25,035	-	-	-	-	25,035	0.0%
SECTION 104F PLANNING MPO	414,618	-	-	35,147	35,147	449,765	8.5%
	630,653	-	-	35,147	35,147	665,800	5.6%
<b>SUBTOTAL</b>	<b>2,528,377</b>	<b>-</b>	<b>-</b>	<b>(30,531)</b>	<b>(30,531)</b>	<b>2,497,846</b>	<b>-1.2%</b>
<b>OTHER UNRESTRICTED</b>							
GUC TRANSFER IN	6,428,989	-	-	150,442	150,442	6,579,431	2.3%
INSPECTION FEES	1,396,114	-	-	203,886	203,886	1,600,000	14.6%
RESCUE TRANSPORT	3,375,000	(175,000)	-	-	(175,000)	3,200,000	-5.2%
RECREATION & PARKS	1,335,475	(384,894)	-	-	(384,894)	950,581	-28.8%
POWELL BILL	2,182,000	-	-	(58,076)	(58,076)	2,123,924	-2.7%
PLANNING FEES	118,990	-	-	(19,940)	(19,940)	99,050	-16.8%
POLICE FEES	1,487,348	-	-	59,702	59,702	1,547,050	4.0%
ENGINEERING FEES	30,500	-	-	-	-	30,500	0.0%
FIRE/RESCUE FEES	220,720	-	-	6,620	6,620	227,340	3.0%
OTHER REVENUES	625,691	-	-	(50,317)	(50,317)	575,374	-8.0%
INVESTMENT EARNINGS	890,000	(145,611)	-	-	(145,611)	744,389	-16.4%
LEASED PARKING & METERS	314,868	-	-	-	-	314,868	0.0%
PARKING VIOLATIONS	349,302	(152,315)	-	(46,987)	(199,302)	150,000	-57.1%
<b>SUBTOTAL</b>	<b>18,754,997</b>	<b>(857,820)</b>	<b>-</b>	<b>245,330</b>	<b>(612,490)</b>	<b>18,142,507</b>	<b>-3.3%</b>
<b>OTHER REVENUE</b>							
APPROPRIATED FUND BALANCE	618,000	-	132,000	-	132,000	750,000	21.4%
<b>SUBTOTAL</b>	<b>618,000</b>	<b>-</b>	<b>132,000</b>	<b>-</b>	<b>132,000</b>	<b>750,000</b>	<b>21.4%</b>
<b>TOTAL</b>	<b>\$ 88,579,084</b>	<b>\$ (857,820)</b>	<b>\$ 132,000</b>	<b>\$ 2,049,323</b>	<b>\$ 1,323,503</b>	<b>\$ 89,902,587</b>	<b>1.5%</b>

**GENERAL FUND  
EXPENSE BY DEPARTMENT**

	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
MAYOR & CITY COUNCIL	\$ 534,542	\$ 425,391	\$ 587,162	\$ 434,648	\$ 497,262
CITY MANAGER	2,409,563	2,370,049	2,560,885	2,531,811	2,733,024
CITY CLERK	254,946	259,923	248,828	259,284	245,793
CITY ATTORNEY	471,153	497,065	490,874	535,757	651,218
HUMAN RESOURCES	2,850,795	2,519,174	3,171,448	2,951,187	3,153,243
INFORMATION TECHNOLOGY	3,037,385	3,142,446	3,191,909	3,121,629	3,151,584
ENGINEERING	-	-	4,222,826	4,936,136	4,661,922
FIRE/RESCUE	14,610,395	14,891,340	13,722,127	14,443,973	15,507,694
FINANCIAL SERVICES	2,370,196	2,385,109	2,351,118	2,740,880	2,778,009
POLICE	26,074,397	25,300,174	25,997,198	24,205,350	7,000,193
RECREATION & PARKS	7,535,687	6,884,779	7,184,198	6,497,083	26,779,218
PUBLIC WORKS	9,195,420	10,836,520	6,019,501	5,942,260	5,896,168
PLANNING & DEVELOPMENT	2,688,575	2,847,797	2,848,841	3,305,443	3,017,966
<b>TOTAL BY DEPARTMENT</b>	<b>\$ 72,033,054</b>	<b>\$ 72,359,766</b>	<b>\$ 72,596,915</b>	<b>\$ 71,905,441</b>	<b>\$ 76,073,293</b>
INDIRECT COST REIMBURSEMENT	\$ (1,522,109)	\$ (1,532,440)	\$ (1,369,019)	\$ (1,950,887)	\$ (1,950,887)
OTHER POST EMPLOYMENT BENEFITS	500,000	600,000	700,000	300,000	600,000
CONTINGENCY	-	-	-	112,342	50,000
<b>TOTAL EXPENSES BY DEPARTMENT</b>	<b>\$ 71,010,945</b>	<b>\$ 71,427,326</b>	<b>\$ 71,927,896</b>	<b>\$ 70,366,896</b>	<b>\$ 74,772,406</b>
TRANSFERS TO OTHER FUNDS	\$ 19,319,836	\$ 12,366,880	\$ 13,167,334	\$ 10,134,437	\$ 11,207,491
TOTAL CAPITAL IMPROVEMENTS	41,497	15,580	-	512,751	3,922,690
<b>TOTAL GENERAL FUND</b>	<b>\$ 90,372,279</b>	<b>\$ 83,809,786</b>	<b>\$ 85,095,230</b>	<b>\$ 81,014,084</b>	<b>\$ 89,902,587</b>



**GENERAL FUND  
EXPENSE BY LINE ITEM**

	2021 BASE BUDGET	Budget Adjustments				2022 PROPOSED BUDGET	% CHANGE	
		Net COVID-19 ADJUSTMENT	FUND BALANCE	2022 REDIRECTIONS & REALLOCATIONS	2022 INCREASE (DECREASE)			TOTAL ADJUSTMENTS
<b>PERSONNEL</b>								
REGULAR SALARY	\$ 34,769,719	\$ -	\$ -	\$ (24,301)	\$ 1,376,301	\$ 1,352,000	\$ 36,121,719	3.9%
PART-TIME SALARY	1,100,000	-	-	-	-	-	1,100,000	0.0%
OVERTIME EXPENSE	1,500,000	-	-	-	-	-	1,500,000	0.0%
OFF-DUTY EXPENSE	295,000	-	-	-	-	-	295,000	0.0%
ALLOWANCES	502,711	-	-	-	-	-	502,711	0.0%
OTHER PERSONNEL	520,595	-	-	-	-	-	520,595	0.0%
FICA	2,737,789	-	-	-	-	-	2,737,789	0.0%
RETIREMENT	3,806,676	-	-	-	-	-	3,806,676	0.0%
HEALTH INSURANCE	9,796,287	-	142,387	-	100,000	242,387	10,038,674	2.5%
OTHER BENEFITS	1,974,240	-	-	-	-	-	1,974,240	0.0%
OPEB	500,000	-	-	-	100,000	100,000	600,000	20.0%
<b>SUBTOTAL</b>	<b>57,503,017</b>	<b>-</b>	<b>142,387</b>	<b>(24,301)</b>	<b>1,576,301</b>	<b>1,694,387</b>	<b>59,197,404</b>	<b>2.9%</b>
<b>DEPARTMENT OPERATIONS</b>								
CONTRACTED SERVICES	2,292,276	-	-	204,790	-	204,790	2,497,066	8.9%
SUPPLIES & MATERIALS	2,467,279	(70,069)	-	(129,931)	-	(200,000)	2,267,279	-8.1%
EQUIPMENT / MATERIALS	460,575	-	-	(34,023)	-	(34,023)	426,552	-7.4%
TRAVEL & TRAINING	379,459	-	-	(78,736)	-	(78,736)	300,723	-20.7%
UNIFORMS	261,539	-	-	-	-	-	261,539	0.0%
DUES & SUBSCRIPTIONS	221,732	-	-	-	-	-	221,732	0.0%
ADVERTISING & MARKETING	192,618	-	-	(15,000)	-	(15,000)	177,618	-7.8%
POSTAGE & PRINTING	120,984	-	-	-	-	-	120,984	0.0%
OTHER EXPENSE	402,991	-	-	-	-	-	402,991	0.0%
<b>SUBTOTAL</b>	<b>6,799,453</b>	<b>(70,069)</b>	<b>-</b>	<b>(52,900)</b>	<b>-</b>	<b>(122,969)</b>	<b>6,676,484</b>	<b>-1.8%</b>
<b>PAY-AS-YOU-GO CAPITAL</b>								
FACILITY IMPROVEMENTS	1,000,000	-	-	-	-	-	1,000,000	0.0%
COMPUTER REPLACEMENTS	345,679	-	-	(45,679)	-	(45,679)	300,000	-13.2%
CAMERA REPLACEMENTS	-	-	-	75,000	-	75,000	75,000	0.0%
IT IMPROVEMENT PROJECTS	-	-	-	200,000	-	200,000	200,000	0.0%
PEDESTRIAN SAFETY PROJECTS	250,000	-	-	(100,000)	-	(100,000)	150,000	-40.0%
VEHICLE REPLACEMENTS	2,861,156	-	-	85,835	-	85,835	2,946,991	3.0%
PUBLIC SAFETY RADIOS	-	-	-	-	120,000	120,000	120,000	0.0%
<b>SUBTOTAL</b>	<b>4,456,835</b>	<b>-</b>	<b>-</b>	<b>215,156</b>	<b>120,000</b>	<b>335,156</b>	<b>4,791,991</b>	<b>7.5%</b>
<b>STREET IMPROVEMENTS</b>								
STREET IMPROVEMENTS	2,500,000	-	-	-	300,000	300,000	2,800,000	12.0%
<b>SUBTOTAL</b>	<b>2,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>300,000</b>	<b>2,800,000</b>	<b>12.0%</b>
<b>TRANSFERS</b>								
DEBT SERVICE	6,286,286	-	-	-	-	-	6,286,286	0.0%
SHEPPARD MEMORIAL LIBRARY	1,347,300	-	-	20,210	-	20,210	1,367,510	1.5%
HOUSING FUND	328,695	-	-	-	-	-	328,695	0.0%
TRANSIT	787,751	(787,751)	-	-	-	(787,751)	-	-100.0%
<b>SUBTOTAL</b>	<b>8,750,032</b>	<b>(787,751)</b>	<b>-</b>	<b>20,210</b>	<b>-</b>	<b>(767,541)</b>	<b>7,982,491</b>	<b>-8.8%</b>
<b>Other Fixed Costs</b>								
FLEET OPERATIONS	2,681,800	-	-	-	-	-	2,681,800	0.0%
ELECTIONS	-	-	-	80,000	-	80,000	80,000	0.0%
IT FIXED COSTS	2,211,904	-	-	(68,589)	-	(68,589)	2,143,315	<b>396</b>

**GENERAL FUND  
EXPENSE BY LINE ITEM**

	2021 BASE BUDGET	Budget Adjustments				2022 PROPOSED BUDGET	% CHANGE
		Net COVID-19 ADJUSTMENT	FUND BALANCE	2022 REDIRECTIONS & REALLOCATIONS	2022 INCREASE (DECREASE)		
LIABILITY INSURANCE	1,083,000	-	82,613	3,547	53,022	139,182	12.9%
STREET LIGHTING	1,625,000	-	-	-	-	1,625,000	0.0%
UTILITIES	966,588	-	-	(43,781)	-	(43,781)	-4.5%
COUNTY TAX COLLECTION FEE	610,000	-	-	-	-	610,000	0.0%
STORMWATER UTILITY FEE	305,000	-	(143,000)	(32,000)	-	(175,000)	-57.4%
JOBS CREATION GRANT	100,000	-	-	-	-	100,000	0.0%
MWBE INCUBATE TO ACCEL	125,000	-	-	(25,000)	-	(25,000)	-20.0%
SMALL BUSINESS PLAN	20,000	-	-	-	-	20,000	0.0%
PCC WORKFORCE DEV	25,000	-	-	-	-	25,000	0.0%
ENC ALLIANCE PARTNERSHIP	500,000	-	-	-	-	500,000	0.0%
UPTOWN GREENVILLE	100,000	-	-	-	-	100,000	0.0%
PITT GREENVILLE CHAMBER	5,000	-	-	-	-	5,000	0.0%
ARTS COUNCIL AT EMERGE	25,000	-	-	40,000	-	40,000	160.0%
GREENWAY ART PROGRAM	25,000	-	-	-	-	25,000	0.0%
CONTINGENCY	112,342	-	50,000	(112,342)	-	(62,342)	-55.5%
<b>SUBTOTAL</b>	<b>10,520,634</b>	<b>-</b>	<b>(10,387)</b>	<b>(158,165)</b>	<b>53,022</b>	<b>(115,530)</b>	<b>-1.1%</b>
<b>INDIRECT COSTS</b>							
INDIRECT COSTS	(1,950,887)	-	-	-	-	(1,950,887)	0.0%
<b>SUBTOTAL</b>	<b>(1,950,887)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,950,887)</b>	<b>0.0%</b>
<b>TOTAL</b>	<b>\$ 88,579,084</b>	<b>\$ (857,820)</b>	<b>\$ 132,000</b>	<b>\$ -</b>	<b>\$ 2,049,323</b>	<b>\$ 1,323,503</b>	<b>\$ 89,902,587</b> <b>1.5%</b>



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## **FISCAL YEAR 2021-22 PROPOSED BUDGET**

### **OTHER FUNDS**

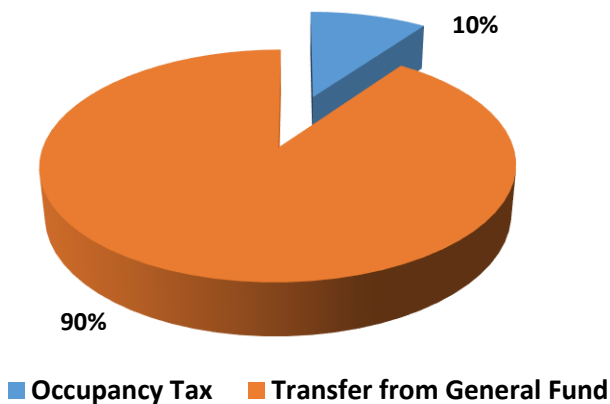
## DEBT SERVICE FUND FOR FISCAL YEAR 2022 BUDGET

The Debt Service Fund accounts for the payment of the City's debt. When payments are due, the General Fund transfers the needed funds into this fund for payment.

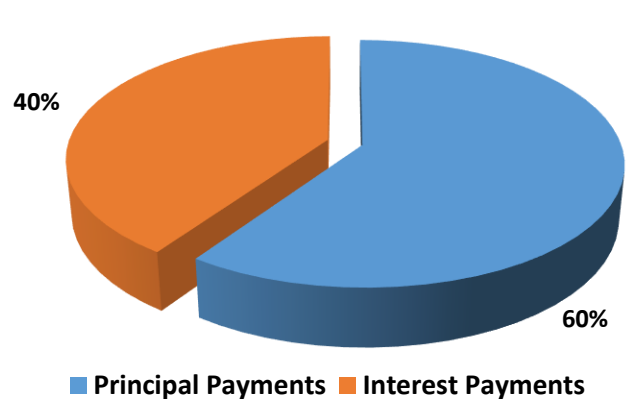
SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
OCCUPANCY TAX	\$ 520,822	\$ 765,973	\$ 711,932	\$ 743,711	\$ 684,958
TRANSFER FROM POWELL BILL	49,845	72,603	73,299	-	-
TRANSFER FROM GENERAL FUND	4,231,441	4,740,325	4,663,703	5,199,820	6,286,286
BOND PROCEEDS	6,185,392	-	-	-	-
ENERGY EFFICIENT REFUND	-	34,543	-	-	-
INVESTMENT EARNINGS	4,161	13,282	-	-	-
<b>TOTAL</b>	<b>\$ 10,991,661</b>	<b>\$ 5,626,726</b>	<b>\$ 5,448,934</b>	<b>\$ 5,943,531</b>	<b>\$ 6,971,244</b>

SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
PRINCIPAL PAYMENTS	\$ 3,808,442	\$ 3,927,446	\$ 4,682,088	\$ 3,974,491	\$ 4,157,351
INTEREST PAYMENTS	815,107	1,039,266	766,846	1,225,328	2,813,893
CLOSING COSTS	6,248,200	11,651	-	-	-
TRANSFERS OUT	102,500	-	-	-	-
OTHER	56,050	-	-	743,711	-
<b>TOTAL</b>	<b>\$ 11,030,299</b>	<b>\$ 4,978,363</b>	<b>\$ 5,448,934</b>	<b>\$ 5,943,531</b>	<b>\$ 6,971,244</b>

**DEBT SERVICE REVENUE**



**DEBT SERVICE EXPENSE**

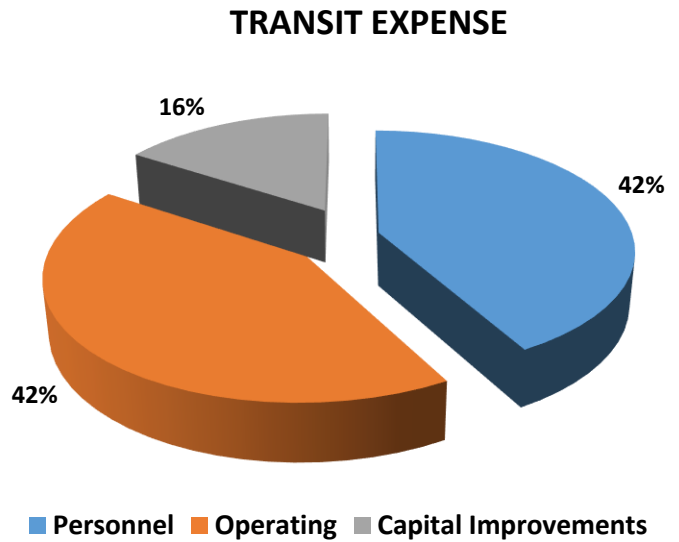
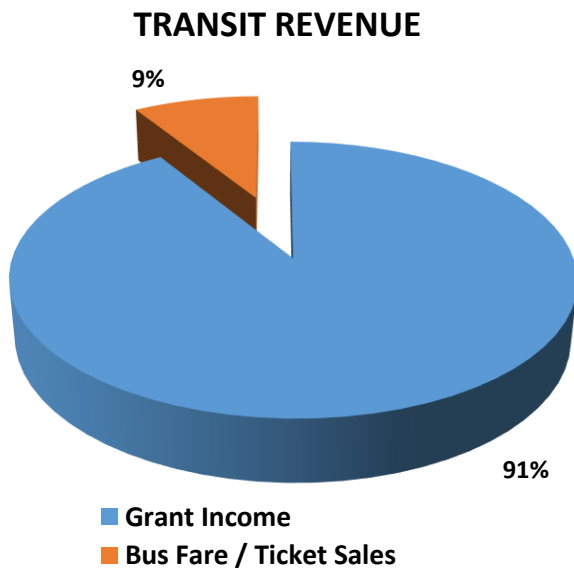


## PUBLIC TRANSPORTATION (TRANSIT) FUND FOR FISCAL YEAR 2022 BUDGET

Planning activities remain approximately the same and are reimbursed at 80% from Federal funds. Federal operating funding remains at 50% of the total. Capital items and ADA service and preventative maintenance items requested are reimbursable at 80% Federal share.

SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
GRANT INCOME	\$ 1,642,200	\$ 1,462,706	\$ 1,757,197	\$ 2,943,006	\$ 2,976,444
BUS FARE/TICKET SALES	281,058	238,517	380,014	287,670	287,670
OTHER REVENUES	2,759	2,625	-	-	-
TRANSFER FROM GENERAL FUND	712,963	565,269	603,781	-	-
APPROPRIATED FUND BALANCE	-	-	117,399	-	-
<b>TOTAL</b>	<b>\$ 2,638,980</b>	<b>\$ 2,269,117</b>	<b>\$ 2,858,391</b>	<b>\$ 3,230,676</b>	<b>\$ 3,264,114</b>

SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
PERSONNEL	\$ 1,114,245	\$ 1,224,564	\$ 1,177,241	\$ 1,321,550	\$ 1,364,891
OPERATING	1,087,378	820,813	1,141,561	1,395,505	1,382,302
CAPITAL IMPROVEMENTS	347,945	299,721	539,589	513,621	516,921
OTHER	(419,782)	125,650	-	-	-
<b>TOTAL</b>	<b>\$ 2,129,786</b>	<b>\$ 2,470,748</b>	<b>\$ 2,858,391</b>	<b>\$ 3,230,676</b>	<b>\$ 3,264,114</b>



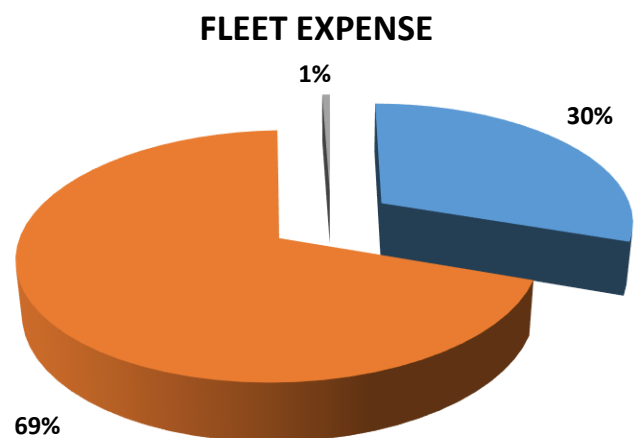
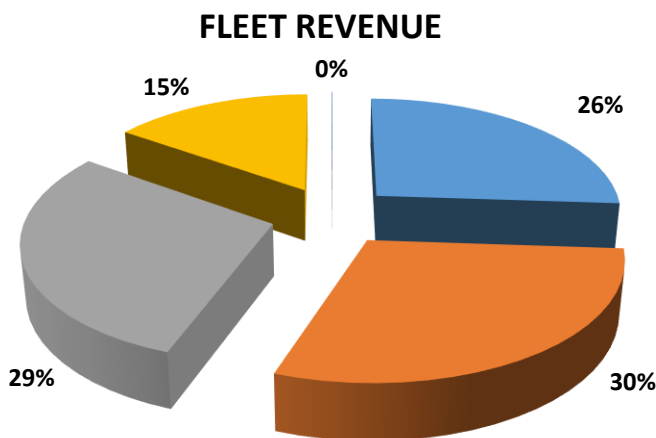


## FLEET MAINTENANCE FUND FOR FISCAL YEAR 2022 BUDGET

The Fleet Maintenance Fund has been established as an internal service fund to account for charge-backs to the respective departments of the City for labor, fuel, and parts for items needed to maintain City vehicles. The creation of this fund will assist the City in more accurately reflecting the true costs of the vehicle maintenance by department.

SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
FUEL MARKUP	\$ 935,828	\$ 1,070,366	\$ 1,222,336	\$ 1,073,924	\$ 1,380,000
LABOR FEES	1,261,071	1,393,182	1,136,773	1,500,723	1,556,550
PARTS MARKUP	1,208,087	1,302,579	1,471,233	1,553,893	1,551,500
COMMERCIAL LABOR MARKUP	613,651	519,565	496,796	785,831	805,000
OTHER REVENUES	40,163	2,342	9,933	8,863	2,500
<b>TOTAL</b>	<b>\$ 4,058,800</b>	<b>\$ 4,288,034</b>	<b>\$ 4,337,071</b>	<b>\$ 4,923,234</b>	<b>\$ 5,295,550</b>

SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
PERSONNEL	\$ 1,364,193	\$ 1,509,416	\$ 1,466,383	\$ 1,574,733	\$ 1,602,451
OPERATING	2,585,079	2,651,133	2,870,688	3,313,501	3,663,099
CAPITAL OUTLAY	-	13,493	-	35,000	30,000
TRANSFER TO GENERAL FUND	8,487	-	-	-	-
OTHER	(19,344)	37,624	-	-	-
<b>TOTAL</b>	<b>\$ 3,938,415</b>	<b>\$ 4,211,666</b>	<b>\$ 4,337,071</b>	<b>\$ 4,923,234</b>	<b>\$ 5,295,550</b>



- Fuel Markup
- Labor Fees
- Personnel
- Operating
- Capital Outlay
- Parts Markup
- Commercial Labor
- Other Revenues

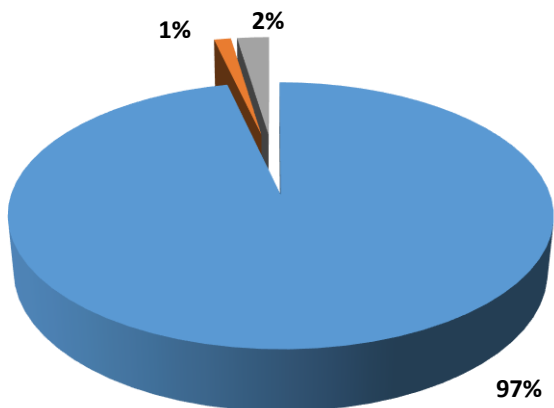
## SANITATION FUND FOR FISCAL YEAR 2022 BUDGET

The Sanitation Fund is established to account for the user charges, fees, and all operating costs associated with the operation of the Sanitation Division operated through the Public Works Department of the City. The Sanitation Division offers comprehensive solid waste services such as garbage, recyclable, bulky trash, leaf collection, as well as mosquito and rodent control.

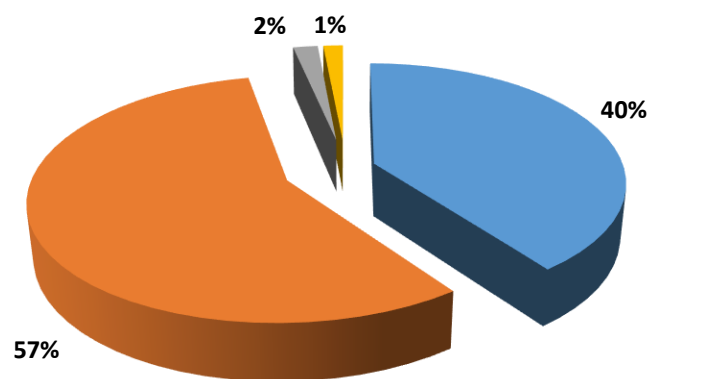
SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
REFUSE FEES	\$ 7,307,613	\$ 6,997,377	\$ 7,449,600	\$ 7,675,353	\$ 7,752,106
CART & DUMPSTER SALES	66,866	108,118	94,880	100,000	100,000
OTHER REVENUES	85,529	96,435	74,806	88,500	188,500
<b>TOTAL</b>	<b>\$ 7,460,008</b>	<b>\$ 7,201,930</b>	<b>\$ 7,619,286</b>	<b>\$ 7,863,853</b>	<b>\$ 8,040,606</b>

SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
PERSONNEL	\$ 2,951,139	\$ 2,945,638	\$ 3,135,859	\$ 3,263,597	\$ 3,202,789
OPERATING	2,837,337	3,680,211	3,963,668	4,330,497	4,568,058
CAPITAL	326,401	30,210	101,606	150,000	150,000
DEBT SERVICE	58,942	24,437	168,153	119,759	119,759
TRANSFER TO GENERAL FUND	-	35,620	-	-	-
TRANSFER TO VRF	-	237,816	250,000	-	-
<b>TOTAL</b>	<b>\$ 6,173,819</b>	<b>\$ 6,953,932</b>	<b>\$ 7,619,286</b>	<b>\$ 7,863,853</b>	<b>\$ 8,040,606</b>

**SANITATION REVENUE**



**SANITATION EXPENSE**



- Refuse Fees
- Cart & Dumpster Sales
- Personnel
- Operating
- Capital
- Debt Service
- Other Revenues

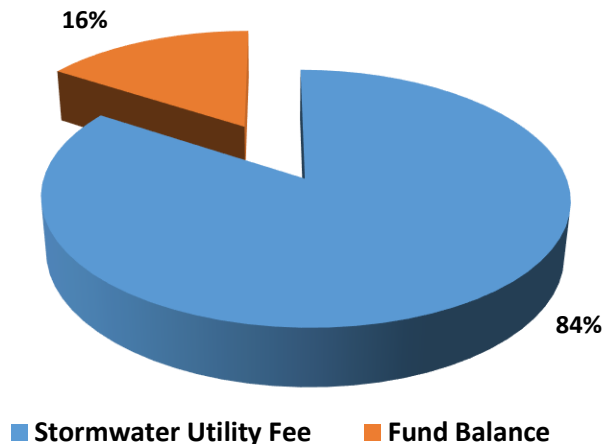
## STORMWATER UTILITY FUND FOR FISCAL YEAR 2022 BUDGET

The Stormwater Utility Fund is an enterprise fund established to implement the City's Stormwater Management Program. Revenue for this program is generated through a Stormwater fee paid by citizens owning improved property with buildings, parking lots, driveways, etc. The Stormwater Management Program is implemented through the Public Works Department's Engineering and Street Maintenance Divisions. It is directed at compliance with Federal and State environmental regulations through the implementation of local development regulations, capital improvements, and storm drain maintenance.

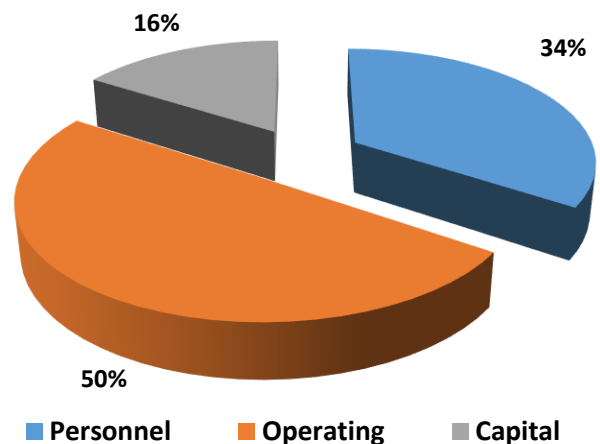
SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
STORMWATER UTILITY FEE	\$ 4,932,955	\$ 5,454,608	\$ 5,928,998	\$ 6,059,820	\$ 7,374,199
OTHER REVENUE	(28,221)	550	-	-	-
TRANSFER FROM OTHER FUNDS	479	-	-	-	-
TRANSFER FROM GENERAL FUND	-	7,000	-	-	-
APPROPRIATED FUND BALANCE	-	-	-	1,500,000	1,386,402
<b>TOTAL</b>	<b>\$ 4,905,213</b>	<b>\$ 5,462,158</b>	<b>\$ 5,928,998</b>	<b>\$ 7,559,820</b>	<b>\$ 8,760,601</b>

SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
PERSONNEL	\$ 1,268,564	\$ 1,249,446	\$ 1,487,637	\$ 2,574,853	\$ 3,006,105
OPERATING	1,048,138	988,726	1,398,361	2,236,557	4,354,496
CAPITAL	209,153	174,539	3,043,000	1,452,145	1,400,000
TRANSFER OUT	-	574,331	-	1,296,265	-
<b>TOTAL</b>	<b>\$ 2,525,855</b>	<b>\$ 2,987,042</b>	<b>\$ 5,928,998</b>	<b>\$ 7,559,820</b>	<b>\$ 8,760,601</b>

**STORMWATER REVENUE**



**STORMWATER EXPENSE**



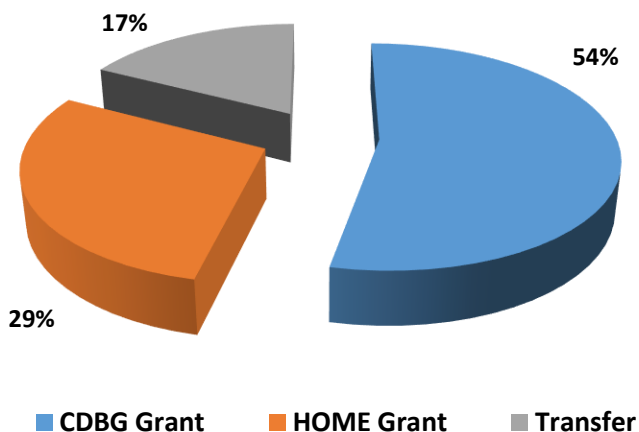
## HOUSING FUND FOR FISCAL YEAR 2022 BUDGET

The Housing Division Administers US Department of Housing and Urban Development Community Development Block Grant Funds and Local Bond Funds. The funds are used to develop programs to serve low and moderate-income households. To this end, this fund is responsible for monitoring programs for compliance with local, state, and federal program standards. This fund also provides housing rehabilitation assistance to owner occupants, assistance to nonprofit agencies, down-payment assistance to homebuyers, acquisition and demolition of substandard structures, and program administrative funding.

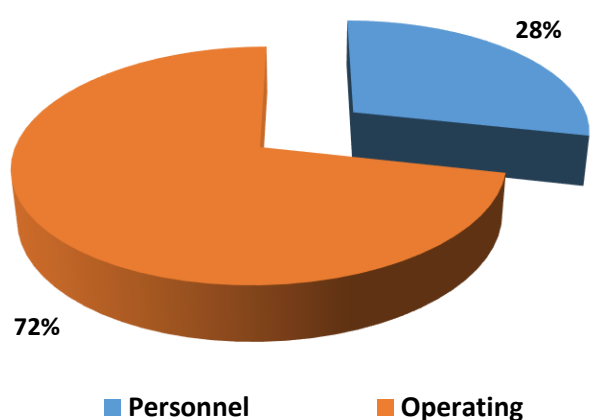
SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
CDBG GRANT INCOME	\$ 684,002	\$ 971,733	\$ 918,753	\$ 977,960	\$ 1,007,445
HOME GRANT INCOME	332,073	255,584	495,622	545,511	\$ 548,644
TRANSFER FROM GENERAL FUND	235,561	292,684	319,125	328,695	\$ 328,695
<b>TOTAL</b>	<b>\$ 1,251,636</b>	<b>\$ 1,520,001</b>	<b>\$ 1,733,500</b>	<b>\$ 1,852,166</b>	<b>\$ 1,884,784</b>

SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
PERSONNEL	\$ 261,773	\$ 306,857	\$ 515,232	\$ 525,536	\$ 536,047
OPERATING	957,880	1,062,633	1,218,269	1,326,630	1,348,737
CAPITAL	29,987	-	-	-	-
TRANSFER OUT	9,960	100	-	-	-
<b>TOTAL</b>	<b>\$ 1,259,600</b>	<b>\$ 1,369,590</b>	<b>\$ 1,733,501</b>	<b>\$ 1,852,166</b>	<b>\$ 1,884,784</b>

**HOUSING REVENUE**



**HOUSING EXPENSE**



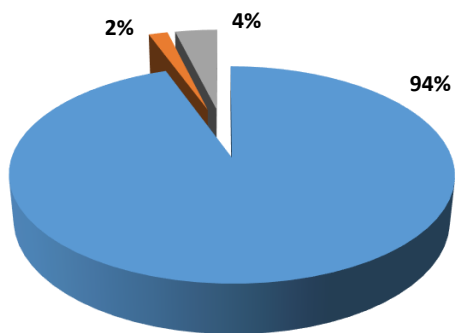
## HEALTH FUND FOR FISCAL YEAR 2022 BUDGET

The Health Fund is used to account for the administration of the City's health insurance program.

SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
CITY EMPLOYER CONTRIBUTION	\$ 7,878,601	\$ 8,579,173	\$ 9,197,718	\$ 9,142,572	\$ 9,397,836
CITY EMPLOYEE CONTRIBUTION	1,619,812	1,716,957	991,464	1,646,123	1,646,123
OTHER AGENCIES	952,812	1,052,655	1,007,201	1,103,731	1,103,731
RETIREE CONTRIBUTIONS	1,401,474	1,248,542	1,349,309	1,327,544	1,327,544
OTHER REVENUES	94	107,165	4,246	4,246	4,246
INSURANCE COMPANY REFUND/REIMB	380,987	220,185	240,000	240,000	240,000
APPROPRIATED FUND BALANCE	-	-	345,752	539,168	539,168
<b>TOTAL</b>	<b>\$ 12,233,780</b>	<b>\$ 12,924,677</b>	<b>\$ 13,135,690</b>	<b>\$ 14,003,384</b>	<b>\$ 14,258,648</b>

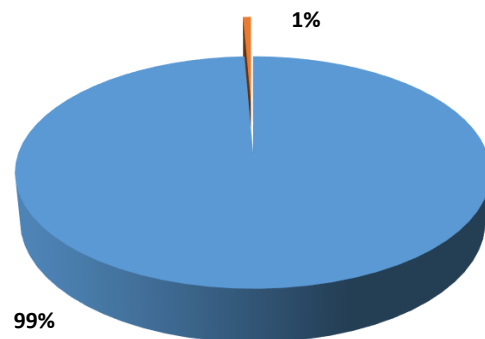
SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
CITY CLAIMS	\$ 10,548,236	\$ 10,673,236	\$ 11,137,330	\$ 11,873,020	\$ 12,128,284
LIBRARY CLAIMS	1,625,173	2,024,374	1,908,360	230,602	230,602
CVA CLAIMS	-	220,895	90,000	58,218	58,218
HOUSING AUTHORITY CLAIMS	-	-	-	896,878	896,878
AIRPORT CLAIMS	-	-	-	195,338	195,338
RETIREE CLAIMS	-	-	-	653,383	653,383
OTHER EXPENSES	-	-	-	95,945	95,945
<b>TOTAL</b>	<b>\$ 12,173,409</b>	<b>\$ 12,918,504</b>	<b>\$ 13,135,690</b>	<b>\$ 14,003,384</b>	<b>\$ 14,258,648</b>

**HEALTH FUND REVENUE**



■ Contributions ■ Other Revenue ■ Fund Balance

**HEALTH FUND EXPENSE**



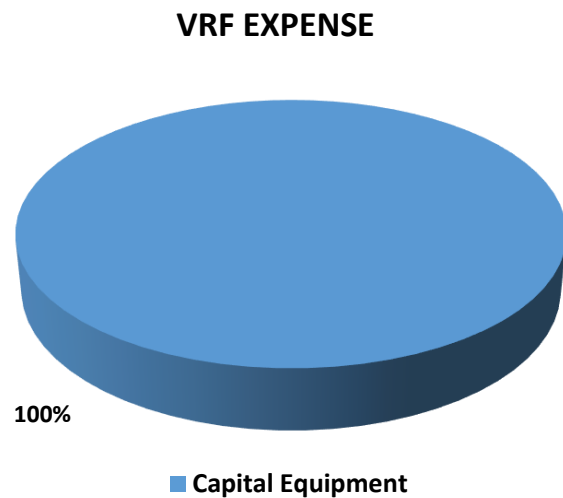
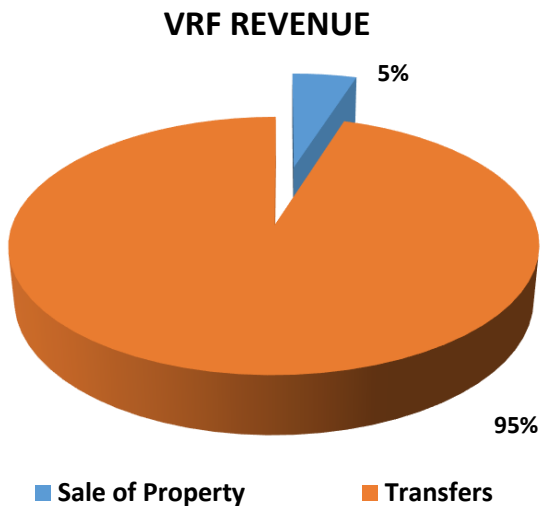
■ Claims ■ Other Expense

## VEHICLE REPLACEMENT FUND (VRF) FOR FISCAL YEAR 2022 BUDGET

The Vehicle Replacement Fund accounts for monies to fund the City's capital budget, for the replacement of vehicles. All vehicles/equipment maintained by the Fleet Maintenance Division of the Public Works Department are considered under this fund. This fund minimizes fluctuations in the annual budget for vehicle expenditures and establishes a manageable replacement cycle.

SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
SALE OF PROPERTY	\$ 63,819	\$ 215,866	\$ 227,460	\$ 230,172	\$ 234,775
TRANSFER FROM FLEET	-	-	51,000	53,808	53,808
TRANSFER FROM GENERAL	2,098,112	3,184,573	3,328,636	512,751	2,946,991
TRANSFER FROM SANITATION	-	237,816	250,000	1,074,380	1,181,380
TRANSFER FROM STORMWATER	-	-	-	26,432	266,432
TRANSFER FROM TRANSIT	-	-	-	154,100	154,100
APPROPRIATED FUND BALANCE	-	-	1,077,674	-	-
<b>TOTAL</b>	<b>\$ 2,161,931</b>	<b>\$ 3,638,255</b>	<b>\$ 4,934,770</b>	<b>\$ 2,051,643</b>	<b>\$ 4,837,486</b>

SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
OPERATING	\$ (1,700,966)	\$ (1,921,474)	-	-	-
CAPITAL EQUIPMENT	4,320,146	4,828,334	4,934,770	2,051,643	4,837,468
<b>TOTAL</b>	<b>\$ 2,619,180</b>	<b>\$ 2,906,859</b>	<b>\$ 4,934,770</b>	<b>\$ 2,051,643</b>	<b>\$ 4,837,468</b>



**FACILITIES IMPROVEMENT FUND (FIP)  
FOR FISCAL YEAR 2022 BUDGET**

The Facilities Improvement Fund accounts for monies to fund deferred maintenance projects as outlined in the City's 10 Year Facilities Improvement Plan. The projects funded include facility operations projects that are overseen by the Public Works department as well as Parks and Recreation improvement projects that are overseen by the Parks and Recreation department. The fund was created back in fiscal year 2014-2015 through a \$0.01 increase in the ad valorem property tax rate. The fund receives funding through transfers from the General Fund in an amount needed to fund the annual budgeted projects.

SUMMARY OF REVENUES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
TRANSFER FROM GENERAL FUND	\$ 1,579,180	\$ 1,590,000	\$ 1,542,000	\$ 232,456	\$ 1,000,000
<b>TOTAL</b>	<b>\$ 1,579,180</b>	<b>\$ 1,590,000</b>	<b>\$ 1,542,000</b>	<b>\$ 232,456</b>	<b>\$ 1,000,000</b>

SUMMARY OF EXPENSES	2018 ACTUAL	2019 ACTUAL	2020 ORIGINAL	2021 ORIGINAL	2022 PROPOSED
CAPITAL IMPROVEMENT	\$ 176,978	\$ 2,183,757	\$ 1,542,000	\$ 232,456	\$ 1,000,000
<b>TOTAL</b>	<b>\$ 176,978</b>	<b>\$ 2,183,757</b>	<b>\$ 1,542,000</b>	<b>\$ 232,456</b>	<b>\$ 1,000,000</b>

ORDINANCE NO. 21-\_\_\_\_\_  
 CITY OF GREENVILLE, NORTH CAROLINA  
 2021-22 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2021 and ending June 30, 2022 to meet the subsequent expenditures, according to the following schedules:

	<u>Revenues</u>		<u>Budget</u>
A.	<u>Electric Fund</u>		
	Rates & Charges	\$178,868,362	
	Fees & Charges	1,578,002	
	Miscellaneous	1,492,616	
	Interest on Investments	450,000	
	Transfer from Rate Stabilization	2,500,000	
	Total Electric Fund Revenue		\$184,888,980
B.	<u>Water Fund</u>		
	Rates & Charges	\$23,175,014	
	Fees & Charges	451,993	
	Miscellaneous	185,348	
	Interest on Investments	80,000	
	Total Water Fund Revenue		\$23,892,355
C.	<u>Sewer Fund</u>		
	Rates & Charges	\$23,389,861	
	Fees & Charges	422,785	
	Miscellaneous	130,963	
	Interest on Investments	80,000	
	Total Sewer Fund Revenue		\$24,023,609
D.	<u>Gas Fund</u>		
	Rates & Charges	\$32,285,537	
	Fees & Charges	164,160	
	Miscellaneous	134,637	
	Interest on Investments	140,000	
	Total Gas Fund Revenue		\$32,724,334
	Total Revenues		\$265,529,278

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2021 and ending on June 30, 2022, according to the following schedules:

<u>Expenditures</u>		<u>Budget</u>
Electric Fund	\$184,888,980	
Water Fund	23,892,355	
Sewer Fund	24,023,609	
Gas Fund	32,724,334	
Total Expenditures		\$265,529,278

Section III. Capital Improvements. The following Capital Improvements anticipated revenues and project appropriations as listed below in this section are hereby adopted in the fiscal year beginning July 1, 2021.

(a) It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures that will begin in the fiscal year beginning July 1, 2021.



Capital Projects Revenues

Budget

Electric Fund - Long Term Debt Proceeds	\$2,480,000
Water Fund - Long Term Debt Proceeds	530,000
Sewer Fund - Long Term Debt Proceeds	3,155,000
Sewer Fund - Capital Projects Fund Balance	1,225,000
Gas Fund - Long Term Debt Proceeds	310,000

Total Revenues \$7,700,000

(b) The following amounts are hereby appropriated for capital projects that will begin during the fiscal year beginning July 1, 2021.

Capital Projects Expenditures

Budget

ICP10189 Asset Management Software	\$3,100,000
WCP10036 Elm Street Water Main Relocations	375,000
SCP10243 Elm Street Sewer Pipeline Relocations	325,000
SCP10244 Sewer System Extensions Phase 1	3,244,000
SCP10242 Sewer System Improvements for Industry and Commercial	656,000

Total Capital Projects Expenditures \$7,700,000

Section IV: Amendments.

(a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next regular meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Appropriation. The capital project revenue and expenditure authorizations shall extend from year to year until each project is completed.

Section VI: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 17th day of June, 2021.

\_\_\_\_\_  
P. J. Connelly, Mayor

Attest:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

**ALL FUNDS**

	<b>2019-2020 Actual</b>	<b>2020-2021 Budget</b>	<b>2020-2021 Projected</b>	<b>2021-2022 Budget</b>
<b>REVENUE:</b>				
<b>Rates &amp; Charges</b>	\$ 245,468,334	\$ 251,514,172	\$ 252,767,527	\$ 257,718,774
<b>Fees &amp; Charges</b>	2,340,012	1,938,375	2,052,527	2,138,534
<b>U. G. &amp; Temp. Ser. Chgs.</b>	541,201	425,038	457,521	478,406
<b>Miscellaneous</b>	2,179,556	2,114,192	4,354,201	1,943,564
<b>Interest on Investments</b>	1,604,653	750,000	640,000	750,000
<b>FEMA/Insurance Reimbursement</b>	407,088	-	265,505	-
<b>Bond Proceeds</b>	-	294,061	4,173,484	-
<b>Transfer from Capital Projects</b>	-	706,000	-	-
<b>Transfer from Rate Stabilization</b>	-	5,750,000	-	2,500,000
<b>Appropriated Fund Balance</b>	-	7,000,000	7,000,000	-
	<b>\$ 252,540,844</b>	<b>\$ 270,491,838</b>	<b>\$ 271,710,765</b>	<b>\$ 265,529,278</b>

**EXPENDITURES:**

<b>Operations</b>	\$ 65,538,438	\$ 73,471,410	\$ 71,515,583	\$ 75,742,640
<b>Purchased Power</b>	126,492,335	132,210,549	126,976,511	134,562,665
<b>Purchased Gas</b>	14,816,904	17,022,470	15,811,024	15,617,414
<b>Capital Outlay</b>	14,523,030	14,002,610	15,129,949	12,704,156
<b>Debt Service</b>	11,906,170	14,217,192	14,876,154	13,122,352
<b>Retirement of Bethel Debt</b>	-	-	3,720,461	-
<b>City Turnover - General</b>	5,769,888	5,542,118	5,542,118	5,690,643
<b>Street Light Reimbursement</b>	884,838	841,345	1,009,799	888,788
<b>Transfer to OPEB Trust</b>	500,000	500,000	500,000	500,000
<b>Transfer to Rate Stabilization</b>	545,999	-	1,800,000	650,000
<b>Transfer to Capital Projects</b>	11,729,543	12,100,000	14,250,000	5,500,000
<b>Operating Contingencies</b>	-	584,144	579,166	550,620
	<b>\$ 252,707,145</b>	<b>\$ 270,491,838</b>	<b>\$ 271,710,765</b>	<b>\$ 265,529,278</b>

**ELECTRIC FUND**

	<b>2019-2020</b>		<b>2020-2021</b>		<b>2020-2021</b>		<b>2021-2022</b>
	<b>Actual</b>		<b>Budget</b>		<b>Projected</b>		<b>Budget</b>
<b>REVENUE:</b>							
Rates & Charges	\$ 168,333,697	\$	172,488,964	\$	173,840,184	\$	178,868,362
Fees & Charges	1,197,811		976,268		1,099,074		1,113,196
U. G. & Temp. Ser. Chgs.	529,201		411,038		443,921		464,806
Miscellaneous	1,154,466		1,640,595		3,620,145		1,492,616
Interest on Investments	986,260		470,000		380,000		450,000
FEMA/Insurance Reimbursement	293,486		-		195,117		-
Bond Proceeds	-		137,585		37,798		-
Transfer from Capital Projects	-		500,000		-		-
Transfer from Rate Stabilization	-		5,750,000		-		2,500,000
Appropriated Fund Balance	-		3,850,000		3,850,000		-
	<b>\$ 172,494,921</b>	\$	<b>186,224,450</b>	\$	<b>183,466,239</b>	\$	<b>184,888,980</b>

<b>EXPENDITURES:</b>							
Operations	\$ 26,626,567	\$	31,495,702	\$	31,187,669	\$	32,256,728
Purchased Power	126,492,335		132,210,549		126,976,511		134,562,665
Capital Outlay	10,188,931		8,890,926		8,737,738		8,337,276
Debt Service	3,327,470		4,524,186		4,424,399		4,332,236
City Turnover - General	4,055,000		3,876,969		3,876,969		4,020,920
Street Light Reimbursement	884,838		841,345		1,009,799		888,788
Transfer to OPEB Trust	275,000		275,000		275,000		275,000
Transfer to Capital Projects	499,995		3,850,000		6,750,000		-
Operating Contingencies	-		259,773		228,154		215,367
	<b>\$ 172,350,136</b>	\$	<b>186,224,450</b>	\$	<b>183,466,239</b>	\$	<b>184,888,980</b>

**WATER FUND**

	<b>2019-2020</b>		<b>2020-2021</b>		<b>2020-2021</b>		<b>2021-2022</b>
	<b>Actual</b>		<b>Budget</b>		<b>Projected</b>		<b>Budget</b>
<b>REVENUE:</b>							
<b>Rates &amp; Charges</b>	\$ 22,565,044	\$	22,583,645	\$	22,441,773	\$	23,175,014
<b>Fees &amp; Charges</b>	490,057		407,409		400,852		438,393
<b>U. G. &amp; Temp. Ser. Chgs.</b>	12,000		14,000		13,600		13,600
<b>Miscellaneous</b>	419,210		195,566		251,206		185,348
<b>Interest on Investments</b>	155,847		70,000		68,000		80,000
<b>FEMA/Insurance Reimbursement</b>	36,504		-		15,392		-
<b>Bond Proceeds</b>	-		15,459		2,324,574		-
<b>Appropriated Fund Balance</b>	-		1,050,000		1,050,000		-
	<b>\$ 23,678,662</b>	\$	<b>24,336,079</b>	\$	<b>26,565,397</b>	\$	<b>23,892,355</b>
<b>EXPENDITURES:</b>							
<b>Operations</b>	\$ 14,697,323	\$	15,318,599	\$	15,127,779	\$	15,718,279
<b>Capital Outlay</b>	1,429,393		1,136,630		1,348,734		1,088,430
<b>Debt Service</b>	1,817,318		2,682,732		3,232,451		2,226,903
<b>Retirement of Bethel Debt</b>	-		-		2,259,396		-
<b>Transfer to OPEB Trust</b>	75,000		75,000		75,000		75,000
<b>Transfer to Capital Projects</b>	5,850,000		5,050,000		4,450,000		4,750,000
<b>Operating Contingencies</b>	-		73,118		72,037		33,743
	<b>\$ 23,869,034</b>	\$	<b>24,336,079</b>	\$	<b>26,565,397</b>	\$	<b>23,892,355</b>

**SEWER FUND**

	<b>2019-2020</b>		<b>2020-2021</b>		<b>2020-2021</b>		<b>2021-2022</b>
	<b>Actual</b>		<b>Budget</b>		<b>Projected</b>		<b>Budget</b>
<b>REVENUE:</b>							
<b>Rates &amp; Charges</b>	\$ 23,369,041	\$	23,948,463	\$	23,396,795	\$	23,389,861
<b>Fees &amp; Charges</b>	459,081		410,148		379,467		422,785
<b>Miscellaneous</b>	196,998		136,520		271,532		130,963
<b>Interest on Investments</b>	180,071		80,000		72,000		80,000
<b>FEMA/Insurance Reimbursement</b>	37,344		-		41,528		-
<b>Bond Proceeds</b>	-		141,017		1,802,021		-
<b>Appropriated Fund Balance</b>	-		1,050,000		1,050,000		-
	<b>\$ 24,242,535</b>	\$	<b>25,766,148</b>	\$	<b>27,013,343</b>	\$	<b>24,023,609</b>

**EXPENDITURES:**

<b>Operations</b>	\$ 13,700,977	\$	15,427,569	\$	14,435,615	\$	16,235,945
<b>Capital Outlay</b>	1,774,250		2,493,784		3,248,081		1,708,730
<b>Debt Service</b>	5,519,461		5,421,936		5,621,875		5,039,943
<b>Retirement of Bethel Debt</b>	-		-		1,461,065		-
<b>Transfer to OPEB Trust</b>	75,000		75,000		75,000		75,000
<b>Transfer to Capital Projects</b>	3,675,279		2,150,000		2,000,000		750,000
<b>Operating Contingencies</b>	-		197,859		171,707		213,991
	<b>\$ 24,744,967</b>	\$	<b>25,766,148</b>	\$	<b>27,013,343</b>	\$	<b>24,023,609</b>

**GAS FUND**

	<b>2019-2020 Actual</b>	<b>2020-2021 Budget</b>	<b>2020-2021 Projected</b>	<b>2021-2022 Budget</b>
<b>REVENUE:</b>				
<b>Rates &amp; Charges</b>	\$ 31,200,552	\$ 32,493,100	\$ 33,088,775	\$ 32,285,537
<b>Fees &amp; Charges</b>	193,063	144,550	173,134	164,160
<b>Miscellaneous</b>	408,882	141,511	211,318	134,637
<b>Interest on Investments</b>	282,475	130,000	120,000	140,000
<b>FEMA/Insurance Reimbursement</b>	39,754	-	13,468	-
<b>Bond Proceeds</b>	-	-	9,091	-
<b>Transfer from Capital Projects</b>	-	206,000	-	-
<b>Transfer from Rate Stabilization</b>	-	-	-	-
<b>Appropriated Fund Balance</b>	-	1,050,000	1,050,000	-
	<b>\$ 32,124,726</b>	<b>\$ 34,165,161</b>	<b>\$ 34,665,786</b>	<b>\$ 32,724,334</b>

**EXPENDITURES:**

<b>Operations</b>	\$ 10,513,571	\$ 11,229,540	\$ 10,764,520	\$ 11,531,688
<b>Purchased Gas</b>	14,816,904	17,022,470	15,811,024	15,617,414
<b>Capital Outlay</b>	1,130,456	1,481,270	1,795,396	1,569,720
<b>Debt Service</b>	1,241,921	1,588,338	1,597,429	1,523,270
<b>City Turnover - General</b>	1,714,888	1,665,149	1,665,149	1,669,723
<b>Transfer to OPEB Trust</b>	75,000	75,000	75,000	75,000
<b>Transfer to Rate Stabilization</b>	545,999	-	1,800,000	650,000
<b>Transfer to Capital Projects</b>	1,704,269	1,050,000	1,050,000	-
<b>Operating Contingencies</b>	-	53,394	107,268	87,519
	<b>\$ 31,743,008</b>	<b>\$ 34,165,161</b>	<b>\$ 34,665,786</b>	<b>\$ 32,724,334</b>

**GREENVILLE UTILITIES COMMISSION  
BUDGET BY DEPARTMENT  
2021-2022**

<b>Department</b>	<b>Electric</b>	<b>Water</b>	<b>Sewer</b>	<b>Gas</b>	<b>Total</b>
Governing Body and Administration	1,299,705	799,728	799,728	814,728	3,713,889
Finance	6,571,302	2,118,621	2,068,822	2,298,476	13,057,221
Human Resources	1,829,172	981,512	936,899	713,826	4,461,409
Information Technology	4,181,651	1,189,685	1,189,685	1,359,835	7,920,856
Customer Relations	3,598,664	238,634	240,195	449,984	4,527,477
Developmental Activities	824,653	-	-	-	824,653
Electric Department	20,162,777	-	-	-	20,162,777
Shared Resources	36,250	18,750	18,750	21,250	95,000
Meter	1,774,189	483,876	483,876	483,876	3,225,817
Water Department	-	10,660,259	-	-	10,660,259
Sewer Department	-	-	11,891,076	-	11,891,076
Gas Department	-	-	-	6,643,789	6,643,789
Utility Locating Service	315,641	315,644	315,644	315,644	1,262,573
Ancillary	144,294,976	7,085,646	6,078,934	19,622,926	177,082,482
<b>Grand Total</b>	<b>184,888,980</b>	<b>23,892,355</b>	<b>24,023,609</b>	<b>32,724,334</b>	<b>265,529,278</b>

**2020-2021**

<b>Department</b>	<b>Electric</b>	<b>Water</b>	<b>Sewer</b>	<b>Gas</b>	<b>Total</b>
Governing Body and Administration	1,281,452	777,464	777,464	792,464	3,628,844
Finance	6,419,515	2,049,295	2,000,969	1,952,948	12,422,727
Human Resources	1,655,453	888,299	847,923	646,035	4,037,710
Information Technology	4,495,883	1,207,539	1,207,539	1,397,933	8,308,894
Customer Relations	3,623,615	248,353	248,353	446,705	4,567,026
Developmental Activities	563,019	-	-	-	563,019
Electric Department	20,206,167	-	-	-	20,206,167
Shared Resources	36,250	18,750	18,750	21,250	95,000
Meter	1,889,088	515,211	515,211	515,211	3,434,721
Water Department	-	10,534,129	-	-	10,534,129
Sewer Department	-	-	12,088,955	-	12,088,955
Gas Department	-	-	-	6,722,075	6,722,075
Utility Locating Service	216,186	216,189	216,189	216,189	864,753
Ancillary	145,837,822	7,880,850	7,844,795	21,454,351	183,017,818
<b>Grand Total</b>	<b>186,224,450</b>	<b>24,336,079</b>	<b>25,766,148</b>	<b>34,165,161</b>	<b>270,491,838</b>

## EXPENDITURES BY DEPARTMENT

<b>Department</b>	<b>2019-2020 Actual</b>	<b>2020-2021 Budget</b>	<b>2020-2021 Projected</b>	<b>2021-2022 Budget</b>
Governing Body and Administration	3,281,928	3,628,844	3,333,298	3,713,889
Finance	10,946,062	12,422,727	12,544,904	13,057,221
Human Resources	3,937,141	4,037,710	4,245,512	4,461,409
Information Technology	6,631,865	8,308,894	7,882,275	7,920,856
Customer Relations	4,331,980	4,567,026	4,348,513	4,527,477
Development Activities	92,690	563,019	714,140	824,653
Electric Department	20,165,567	20,206,167	19,870,729	20,162,777
Shared Resources	115,451	95,000	95,000	95,000
Meter	2,910,963	3,434,721	3,248,339	3,225,817
Water Department	10,713,267	10,534,129	12,986,060	10,660,259
Sewer Department	10,214,990	12,088,955	13,484,163	11,891,076
Gas Department	6,048,954	6,722,075	6,749,559	6,643,789
Utility Locating Service	670,611	864,753	863,501	1,262,573
Ancillary	172,645,676	183,017,818	181,344,772	177,082,482
<b>Total</b>	<b>252,707,145</b>	<b>270,491,838</b>	<b>271,710,765</b>	<b>265,529,278</b>



**RESOLUTION NO. 21-\_\_**  
**RESOLUTION DECLARING THE INTENTION OF THE**  
**CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE**  
**GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH**  
**CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH**  
**CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR**  
**CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE**  
**ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS**

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the “City”), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the “Combined Enterprise System”) with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the “Regulations”) prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness (“Debt”) issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Additional Improvements”) more fully described below;

WHEREAS, the Additional Improvements consist of asset management software, water main relocations, sewer pipeline relocations, sewer system extensions, and sewer system improvements; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a

party that is not related to or an agent of the Commission or City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$7,700,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the 17<sup>th</sup> day of June, 2021.

---

P. J. Connelly, Mayor

ATTEST:

---

Valerie Shiuwegar  
City Clerk

After consideration of the foregoing resolution, Council member \_\_\_\_\_ moved for the passage thereof, which motion was duly seconded by Council member \_\_\_\_\_, and the foregoing resolution was passed by the following vote:

Ayes: \_\_\_\_\_  
\_\_\_\_\_.

Noes: \_\_\_\_\_.

\* \* \* \* \*

I, Valerie Shiuwegar, Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on 17<sup>th</sup> day of June, 2021 and contains the verbatim text of Resolution No. \_\_-21 which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this 17<sup>th</sup> day of June, 2021.

\_\_\_\_\_

City Clerk

[SEAL]

**RESOLUTION NO. 21-\_\_**  
**RESOLUTION DECLARING THE INTENTION OF THE**  
**CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE**  
**GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH**  
**CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH**  
**CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR**  
**CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE**  
**ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS**

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the "City"), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the "Combined Enterprise System") with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness ("Debt") issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the "Expenditures") incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the "Additional Improvements") more fully described below;

WHEREAS, the Additional Improvements consist of light and heavy vehicles (including certain bucket, line, sewer, dump and service trucks, forklift and backhoe) and other related equipment; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission's intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a

party that is not related to or an agent of the Commission or City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$1,774,500.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the 17<sup>th</sup> day of June, 2021.

---

P. J. Connelly, Mayor

ATTEST:

---

Valerie Shiuwegar  
City Clerk

After consideration of the foregoing resolution, Council member \_\_\_\_\_ moved for the passage thereof, which motion was duly seconded by Council member \_\_\_\_\_, and the foregoing resolution was passed by the following vote:

Ayes: \_\_\_\_\_  
\_\_\_\_\_.

Noes: \_\_\_\_\_.

\* \* \* \* \*

I, Valerie Shiuwegar, Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on 17<sup>th</sup> day of June, 2021 and contains the verbatim text of Resolution No. \_\_-21 which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this 17<sup>th</sup> day of June, 2021.

\_\_\_\_\_

City Clerk

[SEAL]



*Find yourself in good company®*

# ***CITY OF GREENVILLE***

# ***MANUAL OF FEES***

**JULY 1, 2021**

**Document Number 1147890**

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## **INTRODUCTION**

The Manual of Fees represents the compilation into one document of the fees and charges established by the City Council. Annually, the Manual of Fees is reviewed in its entirety and edited with any changes that may be made by City Council during the budget process.

Revisions may be made in this Manual as fees and charges are subsequently amended, established, or altered by City Council. Once City Council approves an amendment, it is the department head's responsibility to notify the Financial Services Director of the change.

The Manual of Fees was first printed on March 12, 1981. The Manual of Fees was repealed by the City Council and a new Manual of Fees was adopted on June 9, 1983 by Ordinance 1280.

## **ADMINISTRATIVE FEES**

<b>Service</b>	<b>Fee</b>
<b>Beer &amp; Wine License</b>	
On-premises License	\$30.00
Off-premises License	\$15.00
Liquor License - Beer/Wine licenses expire on 04/30 of the current year. For licenses expiring on 04/30, payment must be remitted prior to 04/30 to avoid any penalties. If we do not receive your payment, a 5% penalty will begin to accrue as of 05/01 and will increase to 10% penalty if not paid within 60 days from the date of expiration of 04/30. If we have not received payment by 5pm of the last business day of June, of the current calendar year, the certificate will become inactive and forwarded to Pitt County ABC Commission. Once the certificate is inactive, a new NC Alcoholic Beverage Control Commission application will need to be completed to reapply for an Alcoholic Beverage Permit(s).	
Citizen Self Service - Credit Card Convenience Fee	\$1.50 per transaction
<b>Copies</b>	
Any Information Not Specifically Listed	\$0.25/page for each page over 7 pages
Requiring Research of Council, Board, or Commission Minutes 20 Years and Older	\$2.00/page for each page over 7 pages
Video Copy Fee	\$15.00
Video Mailing Fee (to Cover Postage & Envelope)	\$3.00
Motor Vehicle Fee	\$30.00
<b>Notary Service</b>	
1 Signature	\$3.00
2 Signatures	\$4.00
3 Signatures	\$5.00
Public Record Requests	\$5.00 per CD or DVD
	\$50.00 per 64GB Flash Drive
	\$25.00 per 32GB Flash Drive
	\$15.00 per 16GB Flash Drive
	\$3.00 Mailing Fee
Release of Custodial Law Enforcement Agency Recordings [N.C.G.S. § 132-1.4A(I)]	Same Fees as Public Records Requests
Rental of Council Chambers (3-hour minimum)	Actual Staff Cost (\$150.00 Minimum)
Returned Check Fee	\$25.00

## **ANIMAL PROTECTIVE SERVICES FEES**

<b>Service</b>	<b>Fee</b>
<b>Animal Protective Services Civil Penalties</b>	
Animal Noise	\$100.00
Public Nuisance	\$25.00
Cruelty to Animals	\$50.00/1st Offense \$100.00/2nd Offense \$150.00/3rd Offense
Failure to Acquire Rabies Vaccination	\$50.00/1st Offense \$100.00/2nd Offense \$150.00/3rd Offense
Lack of Restraint by Chain or Leash (Leash Law Violation)	\$50.00/1st Offense \$100.00/2nd Offense \$150.00/3rd Offense
Un-kept Kennels or Pens	\$25.00/1st Offense \$50.00/2nd Offense \$75.00/3rd Offense
All Other Sections	\$15.00
Administrative Fee	\$5.00 per Rabies Vaccination
<b>Exotic Animal Fees</b>	
Circus, Exhibitions, Shows	\$250.00
Pet Store Permit	\$150.00
Individual Permit	\$75.00

## **CEMETERY FEES**

<b>Service</b>	<b>Fee</b>
Grave/Crypt Opening & Closing - Weekday	\$600.00
Grave/Crypt Opening & Closing - Weekend or Holiday	\$750.00
Cremation Niche Opening & Closing - Weekday	\$200.00
Cremation Niche Opening & Closing - Weekend or Holiday	\$250.00
Wait Time Per Hour	\$50.00
Tree Removal	\$50.00
Shrubbery Removal Per Lot	\$50.00
Crypt/Mausoleum Installation Permit	\$100.00
Monument Permit **	\$40.00
Certification of Cemetery Lot	\$10.00
Trading or Resale of Cemetery Lot	\$25.00
Copy of Lot Ownership When Original Deed Is Lost	\$10.00

\*\*A permit for a government-issued Veteran's flush-mounted foot marker is required, but the permit fee will be waived for the foot marker. The fee will apply to government-issued headstones.

Prices are for the hours of 8 AM - 5 PM. For grave opening/closing before 8 AM and after 5 PM, add \$50 per grave. Wait time will be billed at the rate of \$50 per hour when the funeral director does not comply with the scheduled closing time as indicated on the "Request for Opening/Closing Grave".

<b>Sale of Cemetery Spaces</b>	<b>City Resident</b>	<b>Non Resident</b>
Single Grave Lot	\$700.00	\$900.00
Four Grave Lot	\$2,200.00	\$3,000.00
Eight Grave Lot	\$4,400.00	\$6,000.00
Inside Mausoleum Space	\$5,000.00	\$5,200.00
Outside Mausoleum Space	\$2,500.00	\$2,700.00
Outside Cremation Niche Space	\$1,750.00	\$1,950.00
Hillside West Mausoleum Space	\$2,000.00	\$2,200.00

Grave lots are no longer available in Cherry Hill and Brownhill Cemeteries.

## **CODE ENFORCEMENT FEES**

Specific Offenses	Fee
<b>Closing or Securing Vacated and Closed Buildings</b>	
Each Day Violation Continues	\$50.00 civil citation
<b>Minimum Housing Code</b>	
1st Offense	\$50.00
2nd Offense in Calendar Year	\$100.00
3rd Offense in Calendar Year	\$250.00
Each Subsequent Offense After the Third Offense	\$250.00
<b>Parking on Unimproved Surfaces</b>	
	\$25.00 per day
<b>Signs, Banners, Occupancy Violations</b>	
1st Offense	\$50.00
2nd Offense in Calendar Year	\$100.00
3rd Offense in Calendar Year	\$250.00
3rd and Subsequent Offenses within 12-Month Period	\$250.00
<b>Weeds, Vegetation and Other Public Health Nuisances</b>	
1st Offense	\$50.00 + Administrative Fee
2nd Offense in Calendar Year	\$100.00 + Administrative Fee
3rd Offense in Calendar Year	\$250.00 + Administrative Fee
Administrative Fee	\$50.00
Administrative Filing Fee for Grass Liens	\$10.00

# ENGINEERING FEES

Service	Fee
Grading Permit	\$100.00 per acre of land disturbing activity
Street Closings (Right-of-Way Abandonments)	\$600.00 per street plus \$100/each additional street or portion thereof
Right-of-Way Encroachment Agreements	\$500.00*
*No fee when the City of Greenville provides funding for either wholesale or partial improvements that require an encroachment agreement through the Neighborhood Grant Program.	
Driveway (Single-Family and Duplex)	\$30.00
Driveway (Multi-Family and Commercial)	\$45.00 for 1st + \$20.00 each additional
Re-Inspection	\$75.00 for 1st + \$125.00 each additional
After Hours Inspection Fee	\$100.00 per hr with 2 hr minimum
<b>Color CAD/GIS Maps</b>	
City Map (1" = 1000')	\$30.00
City Map (1" = 1500')	\$25.00
City Map (1" = 2000')	\$20.00
GIS (8 1/2" x 11")	\$5.00
GIS (11" x 17")	\$17.00
GIS (30" x 42")	\$30.00
Special Map Requests	\$20.00
<b>Blueprint/Photocopy</b>	
Planimetric (1" = 100')	\$10.00
Topos (1" = 100')	\$10.00
Topos (1" = 200')	\$15.00
City Map (1' - 1000')	\$10.00
City Map (1' - 2000')	\$5.00
<b>Printing/Miscellaneous Photocopies</b>	
Bond (20" x 24") Small	\$3.00
Vellum (20" x 24") Small	\$4.00
Film mylar (20" x 24") Small	\$8.00
Bond (24" x 36") Medium	\$4.00
Vellum (24" x 36") Medium	\$5.00
Film mylar (24" x 36") Medium	\$10.00
Bond (30" x 42") Large	\$5.00
Vellum (30" x 42") Large	\$8.00

## **ENGINEERING FEES**

Service	Fee	
Film mylar (30" x 42") Large		\$15.00
Small Photocopies (8 ½" x 11", 8 ½" x 14")	\$0.25/page over 7 pages; \$2.00 minimum	
Photocopies (11" x 17")		\$1.00
Shipping		\$3.00
<b>Traffic Engineering</b>		
Handicapped Signs		\$18.00
Maximum Penalty Signs		\$8.00
Maximum Penalty Stickers		\$3.00
Van Accessible Signs		\$8.00
Barricade Delineator (Left or Right)		\$13.00
<b>2-Way Street Name Signs</b>		
	<b>For 9"</b>	<b>For 6"</b>
(Under 36")	\$58.00	\$50.00
(36" - 48")	\$74.00	\$60.00
(49" - 60")	\$90.00	\$75.00
<b>4-Way Street Name Signs</b>		
	<b>For 9"</b>	<b>For 6"</b>
(Under 36")	\$91.00	\$75.00
(36" - 48")	\$123.00	\$99.00
(49" - 60")	\$156.00	\$118.00
Over 60"	\$188.00	\$132.00
No Parking-Fire Lane Sign		\$18.00
Community Watch Sign		\$20.00
11' Channel Posts		\$23.00
12' Channel Posts		\$26.00
14' Channel Posts		\$38.00
10' Aluminum Pole		\$36.00
Hardware (1 set)		\$2.00

**EQUIPMENT RENTAL RATES** – Equipment rates have been established by the Department of Homeland Security Federal Emergency Management Agency (FEMA). Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and are applicable to major disasters and emergencies declared by the president.

## **FIRE/RESCUE FEES**

<b>Service</b>	<b>Fee</b>
Tank Extraction Permit	\$125.00/tank
Tank Installation Permit	\$150.00/tank
Re-piping Permit	\$50.00
Tank Abandonment	\$50.00/tank
Follow-up Tank Inspection	\$50.00
Burn Permit: Open Burning except that there shall be no fee for flag retirement ceremony when conducted by a nonprofit veterans organization	\$50.00
Permits: Fair/Carnival, Tents, Explosives, Pyrotechnics, Fumigate/Fogging, Exhibits, Trade Shows	\$50.00
Permits: Mall Displays, Private Fire Hydrant	\$50.00
<b>EMS Basic Transport Fee:</b>	
BLS (Basic Life Support)	\$0.00
BLS - Emergency	\$375.00
ALS (Advanced Life Support)	\$0.00
ALS - Emergency	\$475.00
ALS 2	\$0.00
Oxygen Delivery	\$30.00
No Transport/Treatment Fee	\$100.00
No Transport/Treatment Fee (ALS)	\$200.00
Head Immobilization	\$30.00
Ground Mileage, Per Statute Mile	\$9.00
<b>EMS Dedicated Standby</b>	
Unit & Crew	\$100.00/hr.
Crew Only	\$40.00/hr. per employee
<b>ETJ Business Inspections (Except for Those Under Fire Protection Contracts (Initial Inspection):</b>	
Minimum	\$60.00
Hourly	\$30.00



## **FIRE/RESCUE FEES**

Service	Fee
<b>State-Required Inspection for Licenses:</b>	
In City Limits	\$50.00/per building
In ETJ	\$80.00/per building
<b>Special Requested Business Inspection:</b>	
In City Limits	\$50.00
In ETJ	\$80.00
<b>Special Requested Business Inspection with plan reviews</b>	
In City Limits	\$60.00/per system
In ETJ	\$90.00/per system
<b>Sprinkler Review and Field Test</b>	
In City Limits	\$100.00/per system
In ETJ	\$130.00/per system
<b>Sprinkler Review and Field Test Follow up (Re-inspection)</b>	
In City Limits	\$50.00
In ETJ	\$65.00
<b>City Code Violation</b>	\$50.00
<b>Life Safety Violation</b>	
1st Offense	\$100.00
2nd Offense	\$250.00
3rd Offense	\$500.00
Fire Inspection Follow-Up (Re-Inspections)	\$50.00
<p><b><i>Fire Protection Service:</i></b> The following formula is hereby established for determining the extraterritorial fire protection fee each fiscal year: Total property value divided by 100 multiplied by 10% equals the billed amount. In no event shall the annual cost of service under this agreement exceed the sum of \$50,000.</p>	

## **INFORMATION TECHNOLOGY FEES**

Service	Fee
<b>Provide Existing Database Information</b>	
8.5" x 11" Document Paper	\$0.25/page for each page over seven pages
<b>Digital GIS - Commercial User</b>	
GIS Data Request (Digital Delivery)	\$100.00
Service Charge for Research Labor <i>(No charge if less than one hour of research)</i>	\$75.00
CD-ROM	\$10.00
Flash Drive	\$10.00
<b><u>Printed Maps from the IT Department</u></b>	
Small (up to 11" x 17")	\$5.00
Medium (up to 22" x 34")	\$17.00
Large (up to 34" x 44")	\$30.00
Custom Map & Analytics	\$50.00/ per hour

# INSPECTIONS FEES

Service	Fee
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<b>Square Footage Costs of Construction</b>	
<b>Type Construction</b>	Rate: \$/Sq. Ft.
<b><u>Commercial</u></b>	
General	\$100.00
Multi-Family (Apartments, Townhouses, Condos)	\$80.00
Shell (Exterior Walls, Roof, Floor Slab or Some Combination Thereof)	\$50.00
Addition	\$55.00
<b><u>Residential</u></b>	
Single-Family and/or Duplex	\$75.00
Addition	\$55.00
Storage Building	\$30.00
Example: (Actual Square Footage) x (Square Footage Cost) = Computed Construction Cost; 1,970 square feet x \$50.00 per square foot = \$98,500	

## **Building Permit Fees**

**Service:** Single-family, multi-family, multi-family additions, multi-family alterations, commercial, commercial additions, commercial alterations, industry, industry additions, industry alterations, church, hotel/motel and roofing.

**Service:** New duplex, duplex additions, duplex alterations, residential additions, residential alterations, new storage additions, storage alterations, new garage/carports, garage/carport additions, garage/carport alterations, swimming pools, and signs.

<b>Computed Costs of Construction</b>	
\$100 to \$5,000	\$50.00
\$5,001 to \$15,000	\$75.00
\$15,001 to \$30,000	\$100.00
\$30,001 to \$50,000	\$140.00
\$50,001 to \$75,000	\$180.00
\$75,001 to \$100,000	\$250.00
\$100,001 & over	\$250.00 + \$3.00/\$1,000 over \$100,000

Example: Computed Cost = \$120,000; Permit Fee = \$250 plus \$3 x 20 = \$310.00

## INSPECTIONS FEES

Service	Fee
<b>Other Permit Fees</b>	
Change of Occupancy Review	\$50.00/unit
Day Care Inspection	\$100.00/unit
Demolition	\$100.00
Driveway (single family and duplex)	\$30.00
Driveway (multi-family and commercial)	\$45.00
	For 1 <sup>st</sup> , plus \$20.00 each additional
Group Home Inspection	\$100.00/unit
House Moving	\$125.00
Insulation (insulation work only)	\$50.00
Lawn Irrigation existing property	\$25.00
Lawn Irrigation w/ new construction (considered per fixture)	\$6.00
Mechanical (per unit) up to 5 tons	\$100.00
Mechanical (per unit) over 5 tons	\$200.00
Mobile Home	\$50.00
Occupant Load Card	\$50.00 to calculate
Off Six Months - Electrical or Gas	\$35.00
Plumbing (per fixture)	\$7.00 each w/ minimum of \$50.00
Refrigeration, Installation & Repair	\$50.00/unit
Sewer, septic tank, gas, and water	\$50.00
Sprinkler Systems (1 & 2 Family Structures)	\$100.00
Tent	\$40.00
<b>Electrical Permits</b>	
Commercial	
General	
Hospitals, Hotel/Motel, Business Occupancies, Industrial, & Manufacturing (Service Equipment Included)	\$.08/sq. ft. for 1st 6,000 sq. ft. plus \$.04/sq. ft. over 6,000 sq. ft. each floor
Commercial Storage and Warehouse, Farm Buildings (Up to 75 outlets) (Service Equipment Included)	\$65.00/Flat Fee

## INSPECTIONS FEES

Service	Fee
<b>Residential</b>	
General	
Single-Family, Duplex, Multi-Family (Apts., Townhomes, and Condominiums) (Service Equipment Included)	\$.08/sq. ft. each floor
Example: (Actual Square Footage) x (Square Footage Cost) = Permit Fee; 1970 Square Feet x \$ .06 Square Feet = \$118.20 Actual Permit Cost	
Mobile Homes/Office Trailer Services	\$50.00
Change of Electrical Service	\$50.00
Temporary Construction Service	\$50.00
Signs (electrical)	\$50.00
Pole Service	\$50.00
Swimming Pool	\$50.00
Mobile Home Park Pedestal	\$50.00
Minimum: Up to 20 Outlets (Storage Buildings, Additions, Additional Circuits, Dryers, HVAC, etc.)	\$50.00
<b>NOTE: Over 20 outlets use appropriate square footage rate.</b>	
<b>NOTE: Service Fees below apply to all Inspections Division Fee areas:</b>	
After Hours Inspection Fee	\$100.00 per hr. w/ 2 hr. minimum
Penalty Fee (Minimum)	\$100.00
Re-inspection	\$75.00 for 1st time, \$125.00 each time after
Technology Fee (qualifying permit only)	\$10.00
Temporary Utility Permit	\$75.00

## **PARKING FEES**

<b>Service</b>	<b>Fee</b>
<b>Leased Parking</b>	
Monthly Rates:	
Single Space in Paved Lot	According to Lease Agreement
Single Space in Unpaved Lot	According to Lease Agreement
Contractor (Maximum 4 Spaces/Month)	According to Lease Agreement
E-Tag Limited Time Zone Parking	\$75 per year
Controlled Residential Parking Permit	\$5 per decal/per calendar year
Online application convenience fee	\$2.50
Duplicate Residential Parking Permit Decals	\$5.00
Merchant Lot*	\$60.00 per month/per space
Harris Lot*	\$60.00 per month/per space
Courthouse Lot*	\$60.00 per month/per space
Blount Harvey Lot*	\$60.00 per month/per space
Edwards Lot*	\$60.00 per month/per space
Hooker Lot	Operated by Evans Street Properties, LLC
Greene Street Lot	City of Greenville <b>Employee Only</b> Parking
Parking Deck	Metered Parking - \$0.75 per hour / \$6 per day
*Each Space Increases by \$2.00 Per Year	

### **USE OF FIVE POINTS PLAZA PARKING LOT - UPTOWN GREENVILLE**

The City of Greenville welcomes persons, organizations or groups to use the Five Points Plaza for various purposes provided that the proposed use enhances the vibrancy of the Uptown District and generates increased patronage of the Uptown businesses and venues. The nature and scheduling of all activities must be approved by the *Five Points Plaza Activities Committee*. A “Special Event Permit Application” must be completed and signed by the applicant. Applications may be submitted online through the City’s website by visiting [www.greenvillenc.gov/fivepoints](http://www.greenvillenc.gov/fivepoints) or a hard copy may be picked up at Greenville City Hall, 200 West Fifth Street.

The application packet contains “*Rules for Use of the Five Points Plaza*”, a listing of other information and documents required as a part of the application process, and the fees associated with the use of Five Points Plaza. Applications must be submitted a maximum of 10 months prior to the event and a minimum of 4 months (120 days) prior to the event. Please allow 14 days from the submission date of the application packet for review and approval processes by the committee. All fees are due at the time application is made and are refundable should the request be denied, less a \$25 non-refundable processing fee.

# PARKING FEES

Service	Fee
<b>Parking Fees - Meters</b>	
City Meters	\$0.25
Pay by License Plate	
1-Hour Limit	\$0.75
2-Hour Maximum	\$1.50
Parking Deck – All Day	\$6.00

## **PARKING PENALTIES**

Service	Fee
<b>Overtime Parking Downtown</b>	
If Paid Within 10 Calendar Days - First Offense	\$0.00
If Paid Within 10 Calendar Days - Second Offense	\$5.00
If Paid Within 10 Calendar Days - Third Offense (and thereafter)	\$10.00
If Paid Within 10 Calendar Days - Fourth Offense (and thereafter)	\$20.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$10.00
If Paid After 30 Days	\$15.00
<b>Overtime Parking Residential &amp; All Areas Not Otherwise Designated</b>	
If Paid Within 10 Calendar Days	\$20.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$35.00
If Paid After 30 Days	\$50.00
<b>Illegal Parking Downtown</b>	
If Paid Within 10 Calendar Days	\$15.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$20.00
If Paid After 30 Days	\$25.00
<b>Illegal Parking Residential &amp; All Areas Not Otherwise Designated</b>	
If Paid Within 10 Calendar Days	\$20.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$35.00
If Paid After 30 Days	\$50.00
<b>Parking in a Fire Lane</b>	
If Paid Within 10 Calendar Days	\$50.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$65.00
If Paid After 30 Days	\$80.00



## **PARKING PENALTIES**

Service	Fee
<b>Designated Handicap Spaces</b>	
If Paid Within 10 Calendar Days	\$100.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$150.00
If Paid After 30 Days	\$200.00
If Paid After 60 Days	\$250.00
<b>Parking on Unimproved Surface</b>	
	\$25.00 per occurrence
<b>Penalties for Violation of Traffic Regulations</b>	
All Violations of Articles D through K of Title 10, Chapter 2 of Ordinance #00-111, Unless Otherwise Specified	\$50.00
<b>Parking Fees Meters</b>	
City Meters - Single Post	\$0.25
Pay by License Plate	
1-Hour Limit	\$0.75
2-Hour Maximum	\$1.50
Parking Deck - All day	\$6.00

# PLANNING FEES

Service	Fee
Preliminary Plat	\$550 base fee \$50 per acre or additional major fraction thereof <b>Min \$600</b>
Final Plat (Including Minor Subdivisions)	\$440 base fee plus \$50 per acre or additional major fraction thereof <b>Min \$490</b>
Rezoning	\$550 base fee plus \$50 per acre or additional major fraction thereof <b>Min \$600</b>
Board of Adjustment Case	\$385 flat fee for residential related special use permits included under Sec 9-4-78 (f)(2) & (3); \$50 flat fee for an appeal of an administrative decision to issue a citation for parking on an unimproved surface as a violation of a parking area surface material requirement as set forth in Section 9-4-248 (a): All other cases <b>\$500 flat fee</b> ; refund of Appeals of Administrative Decisions or Interpretation case fee where the Board of Adjustment finds in favor of the applicant
Board of Adjustment Renewal Case	\$275.00
Special Use Permit Renewals for Public or Private Clubs and Billiard Parlors or Pool Halls in any Zoning District	
Site Plan	\$495 base fee plus \$50 per acre or additional major fraction thereof <b>Min \$545</b>
Landscape Plan	1st Inspection: \$110 base fee plus \$25 per acre or additional major fraction thereof ( <b>\$150 minimum</b> ) not to exceed \$500; Each additional inspection, \$75 flat fee
<b>NOTE: Planning fees are based on the minimum charge</b>	

## PLANNING FEES

Service	Fee
Preliminary Plat - Minor Alterations	\$330.00 Flat Fee
Final Plat - Minor Alterations	\$330.00 plus \$30/sheet
Site Plan - Minor Alterations	\$330.00 Flat Fee
Landscape Plan - Minor Alterations	\$165.00 Flat Fee
Landscape Plan Inspection	\$210.00
Street Name Change	\$440.00 Base Fee + \$10.00/certified notice
Amendments (Zoning/Subdivision Text, Comprehensive Plan)	\$495.00 Flat Fee
Annexation; Petition (voluntary)	\$440.00 Flat Fee
Planning & Zoning Commission Special Use Permit (Planned Unit Development-PUD; Land Use Intensity-LUI)	\$880.00 Flat Fee
Zoning Certificate Letter	\$25.00 Flat Fee
Certificate of Appropriateness (COA) Major Works	\$20.00 Flat Fee
Certificate of Appropriateness (COA) Major Works - After the Fact	\$75.00
<b><u>Maps from the Planning Department:</u></b>	
Small	\$20.00
Medium	\$25.00
Large	\$35.00
Special Request (May Require Multiple Data Layers) If the time exceeds 30 minutes in designing a special request map, then a programming fee of \$25.00 per hour will be applied.	

## POLICE FEES

Service	Fee
Accident Report	
First Copy Only for Driver/Individual Involved	No Charge
Additional Accident Copies and all Incident Copies	\$5.00
Mail Order Requests (Fee to Cover Postage, Envelope, Stationery and Storage)	Additional \$5.00
Alarm Permit	
First Year	\$15.00
Subsequent Years	\$5.00 per year
False Alarms	See Page 22
Crosswalk Enforcement Zone Violation	
If Paid Within 10 Calendar Days	\$20.00
If Paid Between the 11th Calendar Day After Issuance and the 30th day	\$35.00
If Paid After 30 Days	\$50.00
Outdoor Amplified Sound (Noise) Permit*	
	\$50.00
Parade Permit*	
	\$100.00
Parade Staffing*	\$40.00/per hour per Officer Minimum of 3 hours per parade \$25.00/per vehicle per event
<p>*There shall be no fee charged for a parade permit, parade staffing, off-duty officers, temporary street closing application, and outdoor amplified sound permit for the following:</p> <ul style="list-style-type: none"> <li>-Veteran's Day Parade</li> <li>-Memorial Day Parade (in the event a Memorial Day parade occurs)</li> </ul> <p>Permits will still be required to be obtained from the City but with no fee.</p>	
<p>*There shall be no fee charged for parade staffing and off-duty officers for the following:</p> <ul style="list-style-type: none"> <li>-Christmas Parade</li> <li>-ECU Homecoming Parade</li> <li>-Martin Luther King Jr. Day march</li> </ul> <p>Fees will continue to be charged for a parade permit, temporary street closing application, and outdoor amplified sound permit.</p>	
<p>*All fees shall be charged for other processions which are parades. This includes:</p> <ul style="list-style-type: none"> <li>-St. Patrick's Day Parade</li> <li>-Road Races</li> </ul>	

## POLICE FEES

Service	Fee
*There is no fee charged for use of a recreation facility and for off-duty officers, temporary street closing application, and outdoor amplified sound permit for the following:	
-Veteran's Day ceremonies at the Town Common	
-Memorial Day ceremonies at the Town Common	
-Fireworks display on the 4 <sup>th</sup> of July at the Town Common	
-PirateFest	
Solicitation Permit	\$30.00
Taxicab Annual Inspection	\$20.00
Taxi License Initial Application	\$30.00
Taxi License Renewal Application	\$19.00
Peddler's License Application Fee	\$60.00 + \$14.00 money order
Itinerant Merchant License	\$374.00
Itinerant Merchant License Renewal	\$219.00
Towing Administrative Fee	\$30.00
Towing Operator Inspection Fee	\$25.00
Wrecker	\$20.00
<b>Off-Duty Fee</b>	<b>Officer      Supervisor      Premium</b>
Rate Paid to Employee by City	\$32.00      \$37.00      \$42.00
Administrative Fee	\$3.00      \$3.00      \$3.00
Extra Duty Solution (EDS)	\$2.75      \$3.15      \$3.53
Total	\$37.75      \$43.54      \$48.53
<b>Police Athletic League (PAL) After-School Program</b>	
One Semester	\$50.00
Two Semesters	\$80.00
Summer Camp	\$50.00
Spring Break	\$25.00
Late Pick-up Fee	\$5.00 - \$10.00
<b>Precious Metals Dealer</b>	
Dealer Fee	\$180.00
Background Fee	\$38.00

## POLICE FEES

### Service

<b>Precious Metal Dealer - Co-owner Supplement</b>	
Background Fee	\$38.00
<b>Precious Metal Dealer - Employee Registration Form</b>	
Background Fee	\$38.00
Each Subsequent Year	\$10.00
	\$38.00 + \$3.00
Red Light Camera Ticket	\$100
Red Light Camera Ticket late fee	\$100
<b>False Alarms</b>	
1 <sup>st</sup> false alarm	Fine is waived if registered within 45 days
2 <sup>nd</sup> false alarm	\$25 but waived if already permitted
3 <sup>rd</sup> false alarm	\$25 each
4 <sup>th</sup> false alarm	\$50 each
5 <sup>th</sup> false alarm	\$100 each

## **PUBLIC TRANSPORTATION FEES**

<b>Service</b>	<b>Fee</b>
<b>Bus Fares</b>	
Elderly & Handicap	\$0.50
Regular	\$1.00
Transfers	Free
Bus Passes/Ticket Book Transfers	Free
Military Veterans with service connected disability	Free
<b>Bus Passes</b>	
12 Rides (Elderly & Handicap)	\$5.00
22 Rides (Elderly & Handicap)	\$10.00
44 Rides (Elderly & Handicap)	\$20.00
12 Rides (Regular)	\$10.00
22 Rides (Regular)	\$20.00
44 Rides (Regular)	\$40.00
Day Pass (Regular)	\$2.00
Day Pass (Elderly & Handicap)	\$1.00
<b>Kid's Summer Pass (Ages 6 to 16)</b>	\$15.00
<b>*Paratransit Per Trip</b>	\$2.00
* These riders must be unable to access the GREAT Bus due to disability.	

## **PUBLICATIONS FEES**

<b>Service</b>	<b>Fee</b>
Many publications listed below can be accessed at <a href="http://www.greenvillenc.gov">www.greenvillenc.gov</a>	Free
Audit	\$25.00
Budget	\$25.00
Capital Improvement Program	\$15.00
City Code	\$125.00
City Code Supplement	\$30.00
Comprehensive Plan (on disk)	\$40.00
Driveway Ordinance	\$3.00
Economic Base Report	\$15.00
Erosion Control Ordinance	\$3.00
Flood Damage Prevention Ordinance	\$3.00
Land Development Ordinance (on disk)	\$10.00
Landscape Ordinance	\$5.00
Manual of Fees	\$10.00
Manual of Standard Designs and Details (MSDD)	\$15.00
MSDD Shipping Fee	\$3.00
Minority/Women Business Enterprise (MWBE) Directory	\$25.00
Noise Ordinance	\$5.00
Parking Ordinance	\$5.00
Pay Plan	\$5.00
Personnel Policies Manual	\$10.00
Purchasing Procedures Manual	\$10.00
Reports, manuals, and other official documents not listed	\$10.00
Schedule of Traffic Regulations	\$30.00
Special District Report	\$5.00
Storm Drainage Ordinance	\$1.50
Street List	\$3.00
Subdivision List	\$3.00
Subdivision Ordinance	\$10.00
Zoning Ordinance	\$40.00
Zoning Ordinance Supplements	\$10.00



## **RECREATION & PARKS FEES**

<b>Service</b>	<b>Fee</b>
<b>River Park North</b>	
Pedal Boat Rental Individual	\$5 R/ \$7 NR - 30 minutes
Group Pedal Boat Rental (Six Boats)	\$60 R/ \$90 NR - per hour
Science & Nature Center Admission	\$1 R/ \$3 NR (Under 12) \$2 R/ \$3 NR (12 & Over)
Boat Launch Fees	\$2 R/ \$4 NR
Camping Fee	\$4 R/ \$8 NR - per person fee for groups over 12 \$10 R/ \$15 NR - per campsite
Jon Boat Rental	\$9 R/ \$12 NR - 3 hours
Fishing Permit	
Annual	\$12 R/ \$24 NR
Daily	\$1.50 R/ \$3 NR
Lifetime Senior Fishing Pass (Born after 7/1/1956)	\$15
Permanently Disabled Public/Veteran Lifetime License	\$10 - lifetime
Large Shelter Reservation	See Shelter Reservations (page 31)
Small Shelter Reservation	See Shelter Reservations (page 31)
Cleanup Fee	See Shelter Reservations (page 31)
Kayak Rental	\$9 R/ \$12 NR - 3 Hours
Group Kayak Rental (Seven Kayaks)	\$35 R/ \$50 NR - per hour
RPN Enclosed Camping Platform	\$20 R/ \$30 NR - per night
RPN Platform Gear Transport Fee	\$10
<b>Adult Recreation and Fitness</b>	
Karate/Self Defense	\$0 - \$200 R/ \$0 - \$300 NR
Weightlifting	
Ladies Exercise	
Adult Dance	
<b>Riverbirch Tennis Center</b>	
Adult Tennis Lessons	\$0 - \$200 R / \$0 - \$300 NR
Youth Tennis Lessons	\$0 - \$50 R / \$0 - \$75 NR

## RECREATION & PARKS FEES

Service	Fee
<b>Sports Connection</b>	
Entrance (Walk-Ins)	\$1 - \$150 R/ \$1 - \$225 NR
Gym Rental Fee	\$50 - 1.5 hours R/ \$75 - 1.5 hours NR
Court Rental Fee	\$10 R/ \$15 NR - hour for half court
Tokens for Batting Cage (1-12 rounds)	\$.50 - \$10.00 each
Pitching / Hitting Lessons Packages	\$20 - half hour R/ \$30 - half hour NR
Birthday Parties	\$100 - \$300 R/ \$150 - \$450 NR
Sports Clinics	\$1 - \$150 R/ \$1 - \$225 NR
Youth & Adult Programs	\$1 - \$150 R/ \$1 - \$225 NR
Concessions	\$.50 - \$5.00 each
<b>Art Classes</b>	
	\$20 - \$250 R/ \$30 - \$375 NR
Ceramics Classes	
Dance	
Decorative Arts	
Drawing & Painting	
Fiber Arts	
Potters Club	
Workshops	
Youth Arts & Crafts	
<b>Public Outdoor Pool (Community Pool)</b>	
<b>Admission</b>	\$1.50-\$2.50 Daily R/ \$10-\$50 Season Pass R
	\$2.25-\$3.25 Daily NR/ \$15-\$55 Season Pass NR
<b>Aquatic Programs</b>	\$20 - \$100 R/ \$30 - \$150 NR
Camps	
Swimming Lessons	
Swim Team	
Life Guard Training	
<b>Specialized Recreation</b>	
	\$20 - \$100 R/ \$30 - \$150 NR
Creative Oasis	
Seasonal dances	

# **RECREATION & PARKS FEES**

Service	Fee
<b>Youth Sports</b>	\$0 - \$90 R/ \$0 - \$130 NR
Baseball - Small Fry, Mini Fry, Big Fry	
Basketball	
Flag Football	
Future Stars Soccer	
Running/Track and Field Programs	
Tennis Programs	
Various Sports Clinics	
<b>Adult Sports</b>	\$75 - \$750 Team Fee
	\$0 - \$50 R/ \$15 - \$75 NR Individual Participation Fee
Adult Dodgeball	
Adult Softball Leagues	
Adult Summer Basketball	
Adult Tennis Programs	
Basketball Leagues	
Basketball Program	
Flag Football Leagues	
Kickball Leagues	
Running Programs	
Wiffleball Leagues	
Parking	\$5 - \$35 R/ \$150 - \$225 NR - Season pass per vehicle
<b>Vendor Fees</b>	\$0 - \$500/month
Special Events	See pages 36-37 for Special Events
Concession Services in Parks	
<b>Summer Camps/Programs</b>	\$0 - \$150 R/ \$0 - \$225 NR - per week
Art Camps	
Day Camps	
Junior Counselor Program	
Outdoor Living Skills / Nature	
Sports Camps	

## **RECREATION & PARKS FEES**

Service	Fee
<b>Senior Recreational Programs</b>	\$0 - \$4,000 R/ \$0 - \$6,000 NR
Bridge Classes	
Exercise Classes	
Instructional Classes	
Senior Olympics	
Senior Clubs	
Trips	
<b>CLASS DEFINITIONS FOR RENTAL RATES BELOW</b>	
<b>Class I</b> - Any event for which admission is charged or any other type of compensation is realized including donations. This class does not include non-profit organizations. All Class I rentals must receive administrative approval.	
<b>Class II</b> - Any event where no admission is charged nor any other type of compensation is realized.	
<b>Class III</b> - Any event hosted by an organization which can provide proof of non-profit/federal tax-exempt status.	
<b>Town Common Amenities</b>	Class I - \$100 - \$600 / day R
Call 329-4567	Class I - \$400 - \$900 / day NR
Includes facilities such as:	Class II - \$50 - \$300 / day R
Amphitheater, Greenway Bridge,	Class II - \$150 - \$450 / day NR
Sycamore Hill Gateway Plaza	Class III - \$25 - \$100 / day R
	Class III - \$38 - \$150 / day NR
Staff if necessary	\$30 per hour staff fee
<b>Barnes-Ebron -Taft Building at Greenfield Terrace</b>	Class I - \$65 R/ \$98 NR - per hour
	Class II - \$35 R/ \$53 NR - per hour
	Class III - \$25 R/ \$38 NR - per hour

## RECREATION & PARKS FEES

Service	Fee
<b>Meeting Rooms</b>	Class I - \$60 R/ \$90 NR - per hour
Multipurpose Rooms	Class II - \$30 R/ \$45 NR - per hour
Jaycee Park Auditorium	Class III - \$15 R/ \$23 NR - per hour
Elm Street Center	
<b>Bradford Creek Public Golf Course Clubhouse</b>	\$100 - \$200/hr; \$100 Deposit
Call 329-GOLF	
<b>Boyd Lee Park Beach Volleyball Courts (price per court)</b>	Class I - \$35 R/ \$53 NR - per hour
Call 329-4550	Class II - \$18 R/ \$27 NR - per hour
	Class III - \$7 R/ \$11 NR - per hour
<b>Community Pool</b>	Class I - \$40 R/ \$60 NR- per hour
Call 329-4041	Class II - \$20 R/ \$30 NR - per hour
	Class III - \$12 R/ \$18 NR - per hour
<b>Elm Street Lawn Games Area</b>	\$50 / hr; Staff may be required
Call 329-4550	
<b>Greenville Aquatics &amp; Fitness Center</b>	Varies
(Gym, Gym & Pool, Pool, Entire Facility)	
Call 329-4041 for details	
<b>Guy Smith Stadium</b>	Class I - \$300 R/ \$450 NR - per day
Call 329-4550	Class II - \$200 R/ \$300 NR - per day
	Class III - \$100 R/ \$150 NR - per day
	All Classes - \$35/per hour light fee
	All Classes - \$30/marketing fee
<b>Sarah Vaughn Field of Dreams</b>	Class I - \$60 R/ \$90 NR - per hour
	Class II - \$30 R/ \$45 NR - per hour
	Class III - \$15 R/ \$23 NR - per hour
<b>Town Common Pedestrian Bridge</b>	Class I - \$380-600 R/ \$570-900 NR
*Contact 329-4567 for details*	Class II - \$130-200 R/ \$195-300 NR
	Class III - \$40-80R / \$60-120 NR - per day
	Plus \$20/hours Staffing Fee

## RECREATION & PARKS FEES

Service	Fee
<b>Softball / Baseball / Cricket Field Rentals</b>	Class I - \$30 R/ \$45 NR – per hour
Call 329-4550	Class II - \$20 R/ \$30 NR – per hour
	Class III - \$10 R/ \$15 NR – per hour
<b>Soccer / Lacrosse / Football Multipurpose Fields</b>	Class I - \$30 R/ \$45 NR – per hour
	Class II - \$20 R/ \$30 NR – per hour
	Class III - \$10 R/ \$15 NR – per hour
Special Services	All Classes - \$35/ per hour light fee All Classes - \$100/ marking fee
<b>Gymnasiums</b>	Class I - \$100 R/ \$150 NR – per hour
Drew Steele	Class II - \$50 R/ \$75 NR – per hour
Eppes	Class III - \$25 R/ \$38 NR – per hour
H. Boyd Lee	
South Greenville	
<b>Skate Park / Roller Hockey Rink at Jaycee Park</b>	Class I - \$100 R/ \$150 NR – per hour
	Class II - \$50 R/ \$75 NR – per hour
	Class III - \$25 R/ \$38 NR – per hour
Family Rental for Athletic Tournaments	Tournament Rates
Call 329-4550	
<b>Science &amp; Nature Center Facility</b>	
Deck & Surrounding	\$25 R/ \$37 NR – per hour
Classroom	\$50 R/ \$75 NR – per hour
Theatre	\$75 R/ \$112 NR – per hour
Entire Facility (6) Tables, (50) Chairs	\$375 R/ \$563 NR – 8 hours
	\$290 R/ \$435 NR – 3 hours
	\$50 per event

## RECREATION & PARKS FEES

Service	Fee
Class Definitions do not apply for Shelter Reservations	
<b>Shelter Reservations</b>	
Rates are determined by half day and full day rentals	
<ul style="list-style-type: none"> <li>• In-Season (March – October)               <ul style="list-style-type: none"> <li>○ Half day rentals are 8 am-2:30 pm or 3:00 pm-dark</li> <li>○ Full day rentals are 8 am-dark</li> </ul> </li> <li>• Off-season (November – February)               <ul style="list-style-type: none"> <li>○ Full day rentals are 8 am-dark, at in-season half day rates</li> </ul> </li> </ul>	
Large Picnic Shelters	Half Day Rentals: \$40 R / \$60 NR Full Day Rentals: \$70 R / \$105 NR
Small Picnic Shelters	Half Day Rentals: \$30 R / \$45 NR Full Day Rentals: \$50 R / \$75 NR
Pavilion at Town Common (Times may vary)	Half Day Rentals: \$50 R / \$75 NR Full Day Rentals: \$80 R / \$120 NR
Pavilion at Wildwood Park (Times may vary)	Half Day Rentals: \$100 R / \$150 NR Full Day Rentals: \$175 R / \$263 NR
Shelter Clean-up fees	Groups of 75 or more: \$75 Groups of 200 or more: \$150
<b>Extras:</b>	
Key Fobs for Recreation Centers All Recreation Centers	First Replacement is free, \$1 for 2 <sup>nd</sup>
Press Box; Scoreboard / Panel Box Call 329-4550	\$50 (up to 4 hrs); \$10 per hour staff fee
Staging For more information, call 329-4543	\$35 for 4' x 8' section

## **RECREATION & PARKS FEES**

Service	Fee
Application for service and sale of malt beverages and unfortified wine pursuant to the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities	\$50.00
<p><b>NOTE: As a result of the diversity of opportunities provided, programs may be added or dropped at any time and, therefore, the fees are subject to change as approved by the Recreation &amp; Parks Commission. Additionally, the Recreation &amp; Parks Commission may waive, in whole or in part, fees which are related to programs conducted in cooperation with another organization or individual which is assuming all or a portion of the expense of the program.</b></p> <p><b>R means City Resident, NR means Non-City Resident.</b></p> <p><b>Non Resident Fees equal 150% of Resident Fees unless otherwise indicated. Recreation &amp; Parks programs listed are examples and are not inclusive of all offerings at all times.</b></p>	



# **BRADFORD CREEK PUBLIC GOLF COURSE**

Service	Fee
Golf Green and Ball Fees	\$5 to \$45
All Range Ball and Range Fees	
Various Play Offerings	
Golf Clinics	
Summer Youth Golf Camp	
Spring Youth Camp	
Junior Golf Team	
Coastal Plains Tournament	
Clubhouse Rental	\$100 - \$200 / hr; \$100 Deposit
Call 329-GOLF	

# GREENVILLE AQUATICS & FITNESS CENTER (GAFC)

Service	Fee
Family Membership (City Employee)	\$12/per pay period
Family Membership (GUC Employee)	\$12/per pay period
GAFC Recreational Programming	\$0 - \$150/Members \$0 - \$200/ Non-members
	\$0 - \$400 / Non-member/ Resident (Effective 9/1/12)
Membership Application Fees	\$0 - \$100
Walk-in Fees	\$0 - \$12
Amenities/Concessions:	\$0 - \$40 per use
Includes: Towels, Locks, Snacks, Fruit, etc.	

Membership Type for Residents	Yearly Fees	Quarterly Fees	Monthly Draft Fee
Family Individual Young Adult Senior Corporate	\$220 - \$515	\$60 - 238	\$19 - \$185
Membership Type for Non-Residents	Yearly Fees	Quarterly Fees	Monthly Draft Fee
Family Individual Young Adult Senior Corporate	\$275 - \$644	\$75 - \$273	\$23.75 - \$219

## **SANITATION FEES**

Service	Fee
Refuse Fee-Backyard Pickup (Premium)	Eliminated - 7/1/2017
Refuse Fee-Curbside Pickup (Basic)	\$16.00/per month
Multi-Family Containers	\$16.00/per month
Containers 6 or 8 Yards	\$100.00 over cost Rounded to nearest dollar
Roll Out Carts	\$65.00
Each Additional Curbside Container	\$5.00 per month
Yard Waste over 4 Cubic Yards	\$25.00 per collection
Sanitation Nuisance Abatement Fee	\$150.00 for the first hour and \$125.00 for each additional hour

## **SPECIAL EVENTS**

\*Go to [www.greenvillenc.gov](http://www.greenvillenc.gov) to view Special Events Policy & Procedures – fees below are directly related to activities identified as “special events”.

<b>Event Type</b>	<b>Application Fee</b>	<b>Permit Fee</b>	<b>Refundable Deposit</b>	<b>Late Fee</b>
Parade	\$100.00	\$100.00	\$200.00	\$250.00
Race 5k or Less	\$100.00	\$100.00	\$100.00	\$250.00
More than 5k Race	\$100.00	\$250.00	\$100.00	\$250.00
Neighborhood Block Party	\$50.00	\$0.00	\$200.00	\$75.00
General Event	\$100.00	\$250.00	\$100.00	\$250.00
Festivals	\$100.00	\$100.00	\$500.00	\$250.00
Concerts	\$100.00	\$250.00	\$500.00	\$250.00
Outdoor Amplified Sound (Noise)	\$50.00	\$50.00	N/A	N/A
Temporary Street Closing	\$50.00	\$50.00	N/A	N/A

<b>Police Off-Duty Fees</b>			
	<b>Officer</b>	<b>Supervisor</b>	<b>Premium</b>
Rate per Hour	\$40.00	\$50.00	\$50.00
Parade Staffing	\$40.00 per Hour per Officer (Minimum 3 Hours per Parade) + \$25.00 per Vehicle per Event		

<b>Fire / Rescue Stand-By Fire Fees</b>	
Base Charge per EMS Unit	\$100.00 (# of Units Required Based on Attendance)
Fire / EMS Staff per Unit	\$40.00 per Hour per Staff Member
	Minimum of 2.00 Staff Members Per Truck

<b>Attendance Range</b>	<b>Fire / Rescue Units Required</b>	
	<b>NON ABC Event</b>	<b>ABC Event</b>
0 - 5,000	1	1 - 2
5,001 - 10,000	1 - 3	1 - 4
Over 10,000	# Determined by F/R Chief	# Determined by F/R Chief

<b>Crowd Managers</b>	
<b>Number of Attendees</b>	<b>Number of Required Crowd Managers</b>
250	1

## **SPECIAL EVENTS**

<b>Public Works Roll-Out Carts / Trash Cans / Barricades</b>			
Barricade(s)	Traffic Cones	1 - 25	\$50.00
		26 - 49	\$100.00
		> 50	\$150.00
	Bike Racks		\$20.00 Each
	Type I, II, and/or III Traffic Barricades		\$30.00 Each
	Water Barricades		\$50.00 Each
	Traffic Plan / Road Closure Review		\$40.00 per Hr
Sanitation	Recycling Carts / Cans		\$20.00 per Set
	Trash Cans		
	Street Sweeper (Truck + Labor)		\$100.00 per Hr
Electrical	Usage Fee		\$100.00
	Technician / Contract Assistance		\$100.00

## **STORMWATER FEES**

Service	Fee
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<b>Stormwater Utility Fees*</b>	\$6.35 per unit per month
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\*For each equivalent rate unit, as defined by Section 8-3-2 of the Greenville City Code, there shall be a service charge per month for the purposes of supporting stormwater management programs and structural and natural stormwater and drainage systems, said charge to be effective on and after July 1, 2003. One unit equals 2,000 square feet.

**STREETS FEES**

Service	Fee
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Administrative Fee per Utility Cut Permit Request	\$100.00
Labor, Material and Equipment cost associated with Utility Cut Repairs	Current market-based pricing

## **TAXICAB FARES**

**Taxicabs operating within the jurisdictional city limits may elect to charge fares and fees by the installation and use of a taximeter or by use of the approved zone map and the fares and fees provided herein. The election decision is made by the franchise holder and will apply to all taxicabs operating under the particular franchise.**

<b>Taximeter Rates and Fees:</b>	
Drop Fee	\$2.75
Per 1/6th of Mile	\$0.25
Surcharge Night Time from 11 PM to 6 AM per Person	\$0.50
Per Minute Wait Time at Fare's Request	\$0.30
Per Luggage Bag Over Two	\$1.25
Per Person Over First Two	\$2.00
Per Trunk or Large Suitcase	\$0.10
<b>Pedi-cab Rates and Fees:</b>	
Per Person per 1/2 mile or Fraction Thereof	\$1.50
Per Minute Wait Time at Fare's Request	\$0.30
Per Luggage Bag Over Two	\$1.25
Per Person Over First Two	\$2.00
Per Trunk or Large Suitcase	\$2.00
Per Grocery Bag Over 3	\$0.10

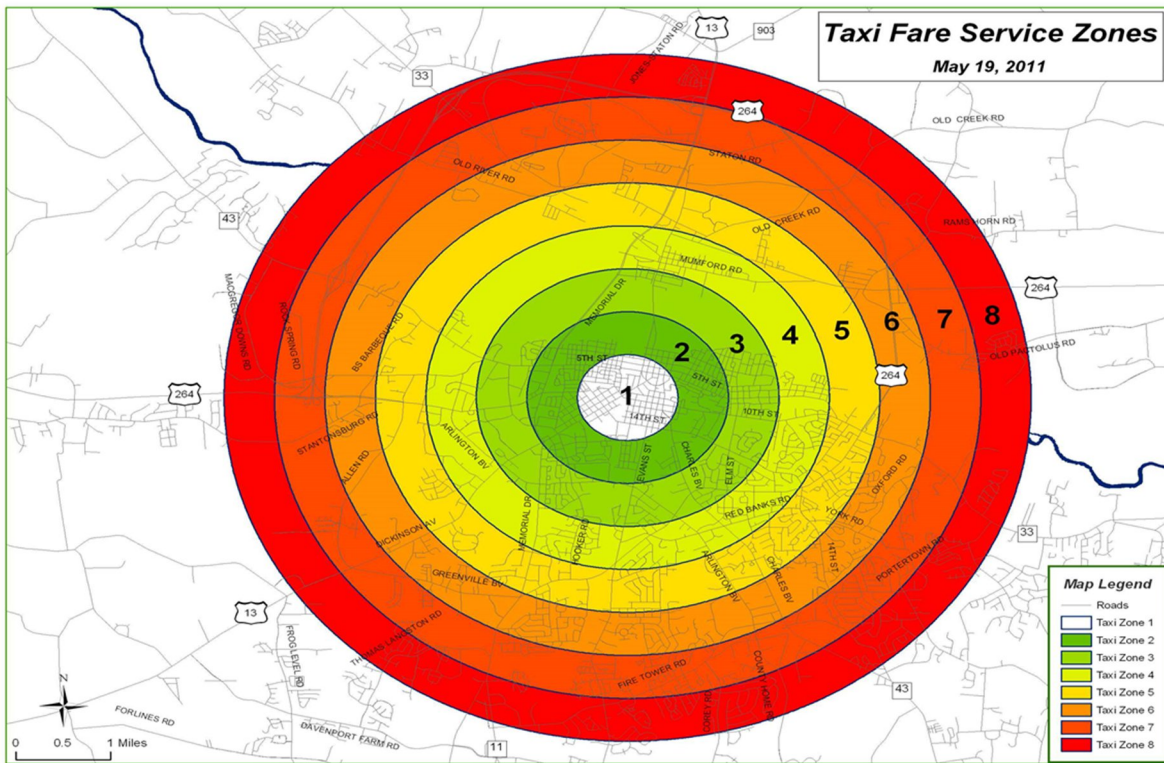


# TAXICAB ZONE FARES

The following rates shall be applicable for each standard zone fare:

ZONES	1	2	3	4	5	6	7	8
1	6.00	6.35	6.70	7.05	7.40	7.75	8.10	8.50
2	6.35	6.35	6.70	7.05	7.40	7.75	8.10	8.50
3	6.70	6.70	6.70	7.05	7.40	7.75	8.10	8.50
4	7.05	7.05	7.05	7.05	7.40	7.75	8.10	8.50
5	7.40	7.40	7.40	7.40	7.40	7.75	8.10	8.50
6	7.75	7.75	7.75	7.75	7.75	7.75	8.10	8.50
7	8.10	8.10	8.10	8.10	8.10	8.10	8.10	8.50
8	8.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50

The fare charged shall be the amount of the highest zone which is traveled through. Only one fare shall be charged for one or two persons traveling from the same point of origin to the same point of destination.



# TAXICAB ZONE FARES

The following rates are for fares across town:

ZONES	1	2	3	4	5	6	7	8
1	6.00	6.60	7.20	7.80	8.40	9.00	10.60	10.20
2	6.60	7.20	7.80	8.40	9.00	9.60	11.20	10.80
3	7.20	7.80	8.40	9.00	9.60	10.20	11.80	11.40
4	7.80	8.40	9.00	9.60	10.20	10.80	11.40	12.00
5	8.40	9.00	9.60	10.20	10.80	11.40	12.00	12.60
6	9.00	9.60	10.20	10.80	11.40	12.00	12.60	13.20
7	9.60	10.20	10.80	12.40	12.00	12.60	13.20	13.80
8	10.20	10.80	11.40	12.00	12.60	12.20	13.80	14.50

Ironwood/Bradford Creek	Standard Fare	\$9.50
	Across Town	\$14.50
Over two persons (per person extra)		
Waiting time (per hour)		\$18.00
Trunks or footlockers (each)		\$2.00
Baggage (each)		\$1.50
Grocery bags (each bag over 3)		\$0.10
Rates outside zones unless previously specified (per mile)		\$2.75
<b>Pedi-cab rates:</b>	\$1.50 per person per 1/2 mile or fraction	
Waiting time (per hour)		\$18.00
Trunks or footlockers (each)		\$2.50
Baggage (each)		\$1.50
Grocery bags (each bag over 3)		\$0.10



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Pitt County Arts Council at Emerge Fiscal Year 2021-22 Contract for Services

**Explanation:** One of City Council's adopted strategic goals is to Build a Thriving and Attractive Community by Creating Vibrant Neighborhoods and Expanding Artistic, Cultural and Recreational Opportunities. The City's partnership with the Pitt County Arts Council at Emerge serves as a strategic priority used to move this Council goal forward. The FY 2021-22 Contract for Services between the City and the Arts Council includes a work plan centered around tasks that work toward achieving this goal. The following are the priorities included in the work plan for FY 2021-22:

- Arts Administration and Civic Arts Facilitation
- Public Art Program
- Arts District Coordination
- SmART City Program: The Emerald Loop

The following is a summary of the key components for each of the priorities identified:

### Arts Administration and Civic Arts Facilitation

- Continue as the Civic Arts Facilitator for the CITY, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific non-scheduled projects that the CITY requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art
- Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The ARTS COUNCIL will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
- Manage the call for artists for the rotating art for the CITY as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, honorarium and
- Co-Coordinate PirateFest, the CITY'S signature festival, overseeing the vendors, logistics and mapping, utilities, volunteers, and
- Co-Coordinate the Youth Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
- Oversee The Art Lab, an Arts Incubator, serving as a gallery and

temporary studio space for 5-6 local artists who are simultaneously learning business skills.

- Serve as a representative on the African American Cultural Trail.

#### Public Art Program

- Coordination of the rental of sculptures as part of the DownEast Sculpture Exhibition.
- Locate a new piece of public art in the Uptown area each year, or preparation for a public art project if the funding is combined to the next year.
- Provide administration of the Public Art conservation and maintenance fund.

#### Arts District Coordination

- Work in partnership with Uptown Greenville, the Greenville-Pitt County Convention and Visitors Bureau, and the City of Greenville to oversee the Arts District Committee and the Art Lab

#### SmART City Program: The Emerald Loop

- Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising. The Emerald Loop is a 5-year project, with FY 2021-22 being Year 2.
- Oversee the North Carolina Arts Council's "SmART Communities" Grant, the National Endowment for the Arts "Our Town Grant, and additional grant funds from local stakeholders for the Emerald Loop project. The Arts Council's grant fund budget for FY 2021-22 is \$200,000.
- Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
- Coordinate the planning and implementation of the Emerald Loop Public Art Projects

The contract for FY 2021-22 provides for a list of deliverable projects based on the priorities listed above. The following is a summary of the projects as included in the contract:

- DownEast Sculpture Exhibition implementation and rotation
- Greenway Public Art implementation and rotation
- Coordination of a possible location of a Venue for the Black Creatives of Pitt County and African American Cultural Trail Display
- Emerald Loop Intersection Pavement Art Projects at Fifth Street and Reade, Evans, and Pitt Streets
- West Fifth Street/Elizabeth Street/Albemarle Avenue Roundabout Black Creatives ArtWork and Lighting Project
- Overpass Murals at the end of Albemarle Avenue (part of the African American Cultural Trail)

- Planning for Emerald Loop Trolleys (pending completion of the City's pilot project)
- Planning for Emerald Loop Trolley Stops
- Overseeing the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities to help coordinate a district wide lighting plan.

For each project, the Arts Council will submit a final sketch of the project that will be located on public property to the City Manager, and the City Manager will forward the project to the City Council. The project will be presented to Council in a regularly scheduled Council workshop for informational purposes. The project will be presented a second time at a regularly scheduled Council meeting for approval. The City Council reserves the right to reject the project. Project here means the final sketch of the public art project.

**Fiscal Note:** The cost of the contract is \$91,000 for Fiscal Year 2021-22, which is an increase of \$1,000 from Fiscal Year 20-21. The cost of the contract is included in the Fiscal Year 2021-22 Proposed Budget.

**Recommendation:** Approve the Fiscal Year 2021-22 Contract for Services and authorize the City Manager to execute the Contract with the Pitt County Arts Council at Emerge

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## ATTACHMENTS

 [FY2021-22\\_Arts\\_Council\\_Contract.docx](#)

NORTH CAROLINA  
PITT COUNTY

CONTRACT FOR SERVICES

This CONTRACT is made the 7<sup>th</sup> day of June, 2021, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and the Pitt County Arts Council at Emerge, a North Carolina nonprofit corporation (ARTS COUNCIL);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by the ARTS COUNCIL for the CITY for the 2021-22 fiscal year, and the sum of \$91,000 paid by the CITY to the ARTS COUNCIL, broken down as follows:

\$25,000:	Administrative and Civic Art Facilitator Services
\$21,000:	Public Art Program
\$40,000:	SmART City Grant Match for Emerald Loop
<u>\$5,000:</u>	<u>The Art Lab and Artist in Residence</u>
\$91,000:	TOTAL

2. General Work to be Performed

The ARTS COUNCIL will use its best efforts to publicize the economic, educational, social, and cultural benefits of the ARTS COUNCIL, assist in promoting the arts to business and residents as an economic driver, and provide information on an ARTS COUNCIL district plan to key stakeholder groups for community acceptance and buy-in to create a parent organization for the arts. The ARTS COUNCIL will collaborate with the CITY's planning efforts to improve the quality of life in Greenville.

3. Specific Work to be Performed

The ARTS COUNCIL will perform the following specific services:

- a) Arts Administration and Civic Art Facilitation: The ARTS COUNCIL will continue to serve the CITY by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$25,000):
  - 1) Develop, promote and support the arts in the City.
  - 2) Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.

- 3) Partner and plan with stakeholders and the CITY to ensure that the arts are a part of future development, streetscapes, and plans within the community.
- 4) Continue as the Civic Arts Facilitator for the CITY, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific non-scheduled projects that the CITY requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art component.
- 5) Seek additional funding for public art and arts programming throughout Greenville.
- 6) Manage the call for artists for the rotating art for the CITY as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, honorarium and installation.
- 7) Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The ART COUNCIL will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
- 8) Co-Coordinate PirateFest, the CITY'S signature festival, overseeing the vendors, logistics and mapping, utilities, volunteers, and communication.
- 9) Co-Coordinate the Youth Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
- 10) Oversee The Art Lab, an Arts Incubator, serving as a gallery and temporary studio space for 5-6 local artists who are simultaneously learning business skills.
- 11) Serve as the fiscal agent and umbrella organization for the Black Creatives of Pitt County.
- 12) Serve as a representative on the African American Cultural Trail.

**Deliverables:**

- An annual work plan will be presented to the City Council for scheduled public art projects on public property as included in Appendix A.
- ARTS COUNCIL shall submit a final sketch of each public art project ("project") on public property to the City Manager, and the City Manager will forward the project to the City Council for final review and approval. The City Council

reserves the right to reject the project. Project here means the final sketch of the public art project.

- An annual report will be presented to the City Administration showing the success of the items listed above.

b) Public Art Program: The ARTS COUNCIL will oversee the Public Art Program for the CITY (\$21,000):

- 1) \$9,000 for the “rental” of five to six sculptures located at Reade/Cotanche, City Hall, another location in the Uptown area, and on several locations along the Greenway
- 2) \$10,000 toward a public art piece in the Uptown area (i.e. mural or sculpture) or toward the Public Art Fund for a larger project another year.
- 3) \$2,000 toward the Public Art conservation and maintenance fund administered by the ARTS COUNCIL.

Deliverables:

- Coordination of the rental of sculptures as part of the DownEast Sculpture Exhibition.
- A new piece of public art in the Uptown area each year, or preparation for a public art project if the funding is combined to the next year.
- Administration of the Public Art conservation and maintenance fund.
- ARTS COUNCIL shall submit a final sketch of each public art project (“project”) on public property to the City Manager, and the City Manager will forward the project to the City Council for final review and approval. The City Council reserves the right to reject the project. Project here means the final sketch of the public art project.

c) Arts District Coordination: The ARTS COUNCIL, working in partnership with Uptown Greenville, the Greenville-Pitt Convention and Visitor’s Bureau and the City of Greenville, will oversee the Arts District Committee and the Art Lab (\$5,000):

- 1) Artist in Residence at The Art Lab:
  - Oversee The Art Lab and Artist in Residence. (\$4,000)
  - General marketing and coordination of the Art Lab. (\$1,000)
- 2) Arts District Planning and Implementation
  - The Arts District Planning will continue, however the launch of the



Emerald Arts District will coincide with the release of the Emerald Loop Trolley.

Deliverables:

- An annual report will be submitted to City Administration.
- d) SmART City Program: The Emerald Loop: The ARTS COUNCIL will oversee and administer the Emerald Loop project in coordination with the CITY. The Emerald Loop is a multimodal urban arts trail that will connect Greenville’s cultural gems including our artistic and cultural assets, diverse communities, and bring economic development to our Center City spurring tourism for our visitors and quality of life for our residents (\$40,000):
- 1) Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising. The Emerald Loop is a 5-year project, with FY2021-22 being Year 2.
  - 2) Oversee the North Carolina Arts Council’s “SmART Communities” Grant, the National Endowment for the Arts “Our Town Grant, and additional grant funds from local stakeholders for the Emerald Loop project. The Art Council’s grant fund budget for FY2021-22 is \$200,000.
  - 3) Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
  - 4) Coordinate the planning and implementation of the Emerald Loop Public Art Projects as included in Appendix B.

Deliverables:

- An annual report will be submitted to City Administration.
- ARTS COUNCIL shall submit a final sketch of each public art project (“project”) on public property to the City Manager, and the City Manager will forward the project to the City Council for final review and approval. The City Council reserves the right to reject the project. Project here means the final sketch of the public art project.

4. Schedule of Payment

Payment will be made by the CITY to the ARTS COUNCIL on a quarterly basis with the first payment to be made within 30 days of the effective date of this contract for services.

5. Reports

The ARTS COUNCIL shall provide a written report to the City Council of the significant achievements of the ARTS COUNCIL with regard to the work performed under Sections 2 and 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Duration, Termination, and Amendment

The CONTRACT shall commence on July 1, 2021, and terminate on June 30, 2022. The CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

7. Iran Divestment Act Certification

The ARTS COUNCIL 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 ARTS COUNCIL shall not utilize in the performance of the CONTRACT any subcontractor that is identified on the Iran Final Divestment List.

8. E-Verify Compliance

The ARTS COUNCIL shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further, if the ARTS COUNCIL utilizes a subcontractor, the ARTS COUNCIL shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The ARTS COUNCIL represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate originals, this the day and year first written above.

PITT COUNTY ARTS COUNCIL

\_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF GREENVILLE

\_\_\_\_\_  
Ann E. Wall, City Manager

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
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, Director of Financial Services

\_\_\_\_\_  
Date

Account Number: 010-01-10-21-000-000-521570

## CONTRACT FOR SERVICES

### APPENDIX A

The following is the Civic Arts Work Plan art projects in the City of Greenville public spaces for Fiscal Year 2021-22:

1. DownEast Sculpture Exhibition
2. Greenway Public Art
3. Coordination of a possible location of a Venue for the Black Creatives of Pitt County and African American Cultural Trail Display
4. Emerald Loop Public Art Projects (See Appendix B)

Request to add additional projects to the Civic Arts Work Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.

## CONTRACT FOR SERVICES

### APPENDIX B

The following is the Emerald Loop Work Plan art projects in the City of Greenville public spaces for FY2022:

1. Emerald Loop Intersection Pavement Art Projects at Fifth Street and Reade, Evans, and Pitt Streets
2. West Fifth Street/Elizabeth Street/Albemarle Avenue Roundabout Black Creatives ArtWork and Lighting Project
3. Overpass Murals at the end of Albemarle Avenue (part of the African American Cultural Trail)
4. Planning for Emerald Loop Trolleys (pending completion of the City's pilot project)
5. Planning for Emerald Loop Trolley Stops
6. Overseeing the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities to help coordinate a district wide lighting plan.
7. Planning for additional public art on the Emerald Loop Route will be presented to City Council.

Request to add additional projects to the Emerald Loop Implementation Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

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**Title of Item:** Resolution to Cancel the Remote Meeting Policy during COVID-19

**Explanation:** Council adopted Resolution No. 031-20 entitled "RESOLUTION REQUIRING CITY PUBLIC BODIES TO CONDUCT REMOTE MEETINGS DURING COVID-19 STATE OF EMERGENCY" at its August 13, 2020 meeting. This resolution provides that City public bodies (including Council and City-appointed boards) conduct remote meetings in accordance with the applicable provisions in state law, until further notice.

The Governor's Executive Order No. 215 ("EO No. 215") dated May 14, 2021 entitled, "LIFTING COVID-19 RESTRICTIONS TO REFLECT NEW PUBLIC HEALTH RECOMMENDATIONS" provides that the State of North Carolina ("State") has reduced risk of transmission of COVID-19. EO No. 215 provides that the State is experiencing lower rates of the number of COVID-19 daily diagnoses, and COVID-19 vaccines are now widely available at no cost to all eligible North Carolinians who wish to receive one.

Based on the above, the City staff recommends that Council repeal Resolution No. 031-20 (referenced above) effective August 1, 2021. And effective August 1, 2021, all City public bodies (including Council and City-appointed boards) shall conduct official meetings in-person in accordance with the applicable provisions in state law.

**Fiscal Note:** No expense associated with this item.

**Recommendation:** Council adopt the attached resolution which does the following:

- Repeals Resolution No. 031-20, referenced above and attached as Exhibit A, and this repeal is effective on August 1, 2021;
- Effective August 1, 2021, all City public bodies (including Council and City-appointed boards) shall conduct official meetings in-person in accordance with the applicable provisions in state law; and
- Each City public body shall file amended schedule with City Clerk


showing the place of its regular meetings.

To the extent this resolution conflicts with state law in a particular matter, then state law prevails and this resolution is of no effect as to that matter.

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ATTACHMENTS

 [Resolution No.031-20 Remote Meeting EM copy.pdf](#)

 [EM PDF NEW VERSION COG-#1147996-v1-Resolution\\_to\\_Repeal\\_Resolution\\_031-20\\_-\\_Remote\\_Meeting\\_Policy.pdf](#)

RESOLUTION NO. 031-20  
RESOLUTION REQUIRING CITY PUBLIC BODIES TO CONDUCT REMOTE MEETINGS  
DURING COVID-19 STATE OF EMERGENCY

CITY OF GREENVILLE- COVID-19 REMOTE MEETING POLICY

WHEREAS, North Carolina law provides that upon issuance of a declaration of state of emergency, any public body (including Council and City-appointed boards) may conduct remote meetings during the duration of the emergency. See Session Law 2020-3 & N.C. Gen. Stat. § 166A-19.24;

WHEREAS, currently, the State of North Carolina and the City of Greenville are both still under declared states of emergency due to COVID-19;

WHEREAS, during the current declared state of emergency, COVID-19 pandemic, City staff requests Council to adopt a policy directing that City public bodies (Council and City-appointed boards) hold remote meetings, until further notice;

WHEREAS, such a policy will support efforts to prevent the spread of COVID-19, create uniformity, and give guidance to City staff in providing notice to the public regarding the manner in which City public bodies will conduct official meetings;

WHEREAS, this policy exempts certain City-appointed boards identified below; and

WHEREAS, to the extent this policy conflicts with state law in a particular matter, this policy shall not apply to that matter:

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

The following resolution is enacted, and shall be referred to as the “City of Greenville- COVID-19 Remote Meeting Policy.”

Section 1. The State of North Carolina and the City of Greenville are under a state of emergency due to COVID-19. Therefore, Council requires that City public bodies (including Council and City-appointed boards) conduct remote meetings in accordance with the applicable provisions in state law, until further notice.

Section 2. The following boards are exempt: Housing Authority of the City of Greenville, Greenville Utilities Commission, Pitt-Greenville Airport Authority, Pitt-Greenville Convention and Visitor’s Bureau and Sheppard Memorial Library Board of Trustees.

Section 3. To the extent this policy conflicts with state law in a particular matter, then state law prevails and this policy is of no effect as to that matter. For instance, a party to a quasi-judicial proceeding may be entitled to an in-person meeting, if such party refuses to consent to a remote meeting. See N.C. Gen. Stat. § 166A-19.24(f).



Adopted this 13<sup>th</sup> day of August, 2020.



Attest:  
(SEAL)

Valerie Shiuwegar  
Valerie Shiuwegar, City Clerk

City of Greenville

By:

  
P.J. Connelly, Mayor

RESOLUTION NO. -21

REPEAL OF RESOLUTION NO. 031-20 REQUIRING CITY PUBLIC BODIES TO CONDUCT REMOTE MEETINGS DURING COVID-19 STATE OF EMERGENCY AND RESUMPTION OF IN-PERSON MEETINGS

WHEREAS, Resolution No. 031-20 provides that the State of North Carolina and the City of Greenville are under a state of emergency due to COVID-19, and that Council requires that City public bodies (including Council and City-appointed boards) conduct remote meetings in accordance with the applicable provisions in state law, until further notice;

WHEREAS, Governor's Executive Order No. 215 ("EO NO. 215") dated May 14, 2021 is entitled "LIFTING COVID-19 RESTRICTIONS TO REFLECT NEW PUBLIC HEALTH RECOMMENDATIONS";

WHEREAS, EO NO. 215 provides that the State of North Carolina is experiencing lower rates of the number of COVID-19 daily diagnoses, and COVID-19 vaccines are now widely available at no cost to all eligible North Carolinians who wish to receive one; and

WHEREAS, the City Council desires to repeal Resolution No. 031-20 on a date certain;

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

Section 1. Resolution NO. 031-20 (attached and incorporated as Exhibit A) is repealed effective August 1, 2021.

Section 2. Pursuant to N.C. Gen. Stat. § 143-318.10, City public bodies (including Council and City-appointed boards) shall resume conducting official meetings in-person in accordance with the applicable provisions in state law effective on August 1, 2021.

Section 3. City public bodies shall resume holding their regular meetings at a physical location or place.

Section 4: Pursuant to N.C. Gen. Stat. § 143-318.12(a), the City Clerk shall file an amended schedule showing the place of the regular meetings of the City Council effective August 1, 2021. The City Clerk shall contact the staff liaison for each City public body and request that staff file an amended schedule showing the place of the regular meetings of each City public body, effective August 1, 2021.

Section 4. The following boards are exempt: Housing Authority of the City of Greenville, Greenville Utilities Commission, Pitt-Greenville Airport Authority, Pitt-Greenville Convention and Visitor's Bureau and Sheppard Memorial Library Board of Trustees.

Section 5. To the extent this resolution conflicts with state law in a particular matter, then state law prevails and this resolution is of no effect as to that matter.

Adopted this 7<sup>th</sup> day of June, 2021.

City of Greenville

By: \_\_\_\_\_  
P.J. Connelly, Mayor

Attest:  
(SEAL)

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk



# City of Greenville, North Carolina

Meeting Date: 06/07/2021

**Title of Item:** Budget Ordinance Amendment #10 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).

**Explanation:** Attached for consideration at the June 7, 2021 City Council meeting is an ordinance amending the 2020-21 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	To adjust FY2020-21 General Fund revenues to projected actual and record projected year-end appropriations.	General IT Capital Projects R&P Capital Projects	\$1,314,951
B	Reclassify fund balance restricted in the General Fund for Fleet Operations to the Fleet Fund	Fleet Fund	\$1,255,493
C	To recognize funding received from HOME funds for the ARPA Grant.	Housing	1,988,359
D	To adjust bond proceeds for the construction of the Fire Station 1 bay extension.	F/R Capital Projects	98,700
E	To increase bond proceeds for the construction of the new Community Pool	R&P Capital Projects	761,385
F	To recognize additional revenue received as payment for additional workers compensation claims in Engineering.	General	16,378

G	To recognize grant funds received from the NC Department of Commerce for a Building Reuse Grant for World Cat.	Special Revenue Grant	500,000
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**Fiscal Note:**

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2020-21 Revised Budget</u>	<u>Amendment #10</u>	<u>2020-21 Budget per Amendment #10</u>
General	\$92,945,559	\$2,586,822	\$95,532,381
Debt Service	7,147,041	-	7,147,041
Public Transportation (Transit)	3,243,918	-	3,243,918
Fleet Maintenance	4,964,629	1,255,493	6,220,122
Sanitation	7,865,966	-	7,865,966
Stormwater	8,472,676	-	8,472,676
Housing	3,031,725	1,988,359	5,020,084
Health Insurance	13,757,908	-	13,757,908
Vehicle Replacement	4,889,656	-	4,889,656
Facilities Improvement	3,833,269	-	3,833,269
Convention & Visitor's Authority	1,524,229	-	1,524,229
Sheppard Memorial Library	2,622,052	-	2,622,052
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	8,122,172	1,152,385	9,274,557
Special Revenue Grants	10,898,892	500,000	11,398,892
Community Development Capital	18,954,227	-	18,954,227
Public Works Capital Projects	57,526,644	-	57,526,644
Fire/Rescue Capital Projects	7,080,000	98,700	7,178,700
Occupancy Taxes	3,029,589	-	3,029,589
IT Capital Projects	3,270,991	275,000	3,545,991

**Recommendation:** Approve Budget Ordinance Amendment #10 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\\_Amendment\\_10.xlsx](#)

ORDINANCE NO. 21-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#10) 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 #10					2020-21 Budget per Amend #10
	2020-21 Revised Budget	A.	B.	F.	Total Amend #10	
<b>ESTIMATED REVENUES</b>						
Property Tax	\$ 36,294,992	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 36,394,992
Sales Tax	21,856,164	989,951	-	-	989,951	22,846,115
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	225,000	-	-	225,000	1,785,000
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	745,301	-	-	16,378	16,378	761,679
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	5,188,690	-	1,255,493	-	1,255,493	6,444,183
<b>Total Revenues</b>	<b>\$ 92,945,559</b>	<b>\$ 1,314,951</b>	<b>\$ 1,255,493</b>	<b>\$ 16,378</b>	<b>\$ 2,586,822</b>	<b>\$ 95,532,381</b>
<b>APPROPRIATIONS</b>						
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	400,000	-	-	400,000	3,480,567
Information Technology	3,142,598	-	-	-	-	3,142,598
Engineering	5,263,257	-	-	16,378	16,378	5,279,635
Fire/Rescue	15,515,765	150,000	-	-	150,000	15,665,765
Financial Services	2,796,022	-	-	-	-	2,796,022
Recreation & Parks	7,173,702	50,000	-	-	50,000	7,223,702
Police	26,477,481	150,000	-	-	150,000	26,627,481
Public Works	7,345,126	150,000	-	-	150,000	7,495,126
Planning & Development	3,259,579	-	-	-	-	3,259,579
OPEB	800,000	-	-	-	-	800,000
Contingency	602,342	(251,049)	-	-	(251,049)	351,293
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
<b>Total Appropriations</b>	<b>\$ 77,810,584</b>	<b>\$ 648,951</b>	<b>\$ -</b>	<b>\$ 16,378</b>	<b>\$ 665,329</b>	<b>\$ 78,475,913</b>
<b>OTHER FINANCING SOURCES</b>						
Transfers to Other Funds	\$ 15,134,975	\$ 666,000	\$ 1,255,493	\$ -	\$ 1,921,493	\$ 17,056,468
<b>Total Other Financing Sources</b>	<b>\$ 15,134,975</b>	<b>\$ 666,000</b>	<b>\$ 1,255,493</b>	<b>\$ -</b>	<b>\$ 1,921,493</b>	<b>\$ 17,056,468</b>
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 92,945,559</b>	<b>\$ 1,314,951</b>	<b>\$ 1,255,493</b>	<b>\$ 16,378</b>	<b>\$ 2,586,822</b>	<b>\$ 95,532,381</b>

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	A.	E.	Total Amend #10	2020-21 Budget per Amend #10
<b>ESTIMATED REVENUES</b>					
Restricted Intergovernmental	\$ 224,507	\$ -	\$ -	\$ -	\$ 224,507
Transfer from General Fund	725,312	391,000	-	391,000	1,116,312
Transfer from Capital Reserve	128,822	-	-	-	128,822
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	-	761,385	761,385	6,274,919
<b>Total Revenues</b>	<b>\$ 8,122,172</b>	<b>\$ 391,000</b>	<b>\$ 761,385</b>	<b>\$ 1,152,385</b>	<b>\$ 9,274,557</b>
<b>APPROPRIATIONS</b>					
Water Sports Facility Project	\$ 298,677	\$ -	\$ -	\$ -	\$ 298,677
Tar River Development	2,940,112	-	-	-	2,940,112
Wildwood Park	-	346,000	-	346,000	346,000
Transfer to General Fund	9,000	-	-	-	9,000
Eppes Remodel	1,350,000	-	-	-	1,350,000
Parks Improvements	-	45,000	-	45,000	45,000
Pool Replacement	3,500,000	-	761,385	761,385	4,261,385
Transfer to Other Fund	24,383	-	-	-	24,383
<b>Total Appropriations</b>	<b>\$ 8,122,172</b>	<b>\$ 391,000</b>	<b>\$ 761,385</b>	<b>\$ 1,152,385</b>	<b>\$ 9,274,557</b>

Section III: 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	G.	Total Amend #10	2020-21 Budget per Amend #10
<b>ESTIMATED REVENUES</b>				
Special Fed/State/Loc Grant	\$ 8,023,977	\$ 500,000	\$ 500,000	\$ 8,523,977
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	45,235	-	-	45,235
<b>Total Revenues</b>	<b>\$ 10,898,892</b>	<b>\$ 500,000</b>	<b>500,000</b>	<b>\$ 11,398,892</b>
<b>APPROPRIATIONS</b>				
Personnel	\$ 2,253,228	\$ -	\$ -	\$ 2,253,228
Operating	4,613,067	500,000	500,000	5,113,067
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
Environmental Enhancement Grant	88,275	-	-	88,275
<b>Total Appropriations</b>	<b>\$ 10,898,892</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ 11,398,892</b>

Section IV: 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	D.	Total Amend #10	2020-21 Budget per Amend #10
<b>ESTIMATED REVENUES</b>				
Debt Proceeds	\$ 6,600,000	\$ 98,700	\$ 98,700	\$ 6,698,700
Sale of Property	480,000	-	-	480,000
Total Revenues	<u>\$ 7,080,000</u>	<u>\$ 98,700</u>	<u>\$ 98,700</u>	<u>\$ 7,178,700</u>
<b>APPROPRIATIONS</b>				
Fire Station #7	\$ 6,463,500	-	-	\$ 6,463,500
Fire Station #1 Bay Extension	616,500	98,700	98,700	715,200
Total Appropriations	<u>\$ 7,080,000</u>	<u>\$ 98,700</u>	<u>\$ 98,700</u>	<u>\$ 7,178,700</u>

Section V: Estimated Revenues and Appropriations. IT 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 #10	2020-21 Budget per Amend #10
<b>ESTIMATED REVENUES</b>				
Transfers from Other Funds	\$ 3,270,991	\$ 275,000	\$ 275,000	\$ 3,545,991
Total Revenues	<u>\$ 3,270,991</u>	<u>\$ 275,000</u>	<u>\$ 275,000</u>	<u>\$ 3,545,991</u>
<b>APPROPRIATIONS</b>				
Transfer to Other Funds	\$ 2,500,000	-	-	\$ 2,500,000
IT Hardware Upgrade	770,991	275,000	275,000	1,045,991
Total Appropriations	<u>\$ 3,270,991</u>	<u>\$ 275,000</u>	<u>\$ 275,000</u>	<u>\$ 3,545,991</u>



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

	2020-21 Original Budget	B.	Total Amend #10	2020-21 Budget per Amend #10
<b>ESTIMATED REVENUES</b>				
Fuel Markup	\$ 1,073,924	\$ -	\$ -	\$ 1,073,924
Labor Fees	1,500,723	-	-	1,500,723
Parts Markup	1,553,893	-	-	1,553,893
Commercial Labor Markup	785,831	-	-	785,831
Other Revenues	8,863	-	-	8,863
Transfer from General Fund	-	1,255,493	1,255,493	1,255,493
Appropriated Fund Balance	41,395	-	-	41,395
<b>Total Revenues</b>	<b>\$ 4,964,629</b>	<b>\$ 1,255,493</b>	<b>\$ 1,255,493</b>	<b>\$ 6,220,122</b>
<b>APPROPRIATIONS</b>				
Personnel	\$ 1,574,733	\$ -	\$ -	\$ 1,574,733
Operating	3,354,896	1,255,493	1,255,493	4,610,389
Capital Outlay	35,000	-	-	35,000
<b>Total Appropriations</b>	<b>\$ 4,964,629</b>	<b>\$ 1,255,493</b>	<b>\$ 1,255,493</b>	<b>\$ 6,220,122</b>

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

	2020-21 Revised Budget	C.	Total Amend #10	2020-21 Budget per Amend #10
<b>ESTIMATED REVENUES</b>				
CDBG Grant Income	\$ 992,960	\$ -	\$ -	\$ 992,960
CDBG-CV Grant Income	1,164,559	-	-	1,164,559
HOME Grant Income	545,511	-	-	545,511
Special Fed/State/Loc Grant	-	1,988,359	1,988,359	1,988,359
Transfer from General Fund	328,695	-	-	328,695
<b>Total Revenues</b>	<b>\$ 3,031,725</b>	<b>\$ 1,988,359</b>	<b>\$ 1,988,359</b>	<b>\$ 5,020,084</b>
<b>APPROPRIATIONS</b>				
Personnel	\$ 525,536	\$ -	\$ -	\$ 525,536
Operating	2,506,189	1,988,359	1,988,359	4,494,548
<b>Total Appropriations</b>	<b>\$ 3,031,725</b>	<b>\$ 1,988,359</b>	<b>\$ 1,988,359</b>	<b>\$ 5,020,084</b>

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

Adopted this 7th day of June, 2021

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P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk