



Agenda

Greenville City Council

March 6, 2023

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

- I. Call Meeting To Order**
- II. Invocation - Mayor P.J. Connelly**
- 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. Lease Agreement for Roses Parking Lot Located at the Corner of Evans and Fourth Streets

2. Joint City, County and State Termination of Lease for 2815 E. Tenth Street, Tax Parcel 29072
3. Resolution Accepting Dedication of Rights-of-Way and Easements for Arbor Hills, Section 2, Phase 9
4. Resolution Accepting Dedication of Rights-of-Way and Easements for Lynndale East, Section 5, Phase 1
5. Resolution Accepting Dedication of Rights-of-Way and Easements for Paramore Farms, Phase 5
6. Permanent Drainage Easement Agreement of Release and Creation with University Medical Park North, LLC and Housing Authority of the City of Greenville, North Carolina
7. Resolution Making Certain Findings and Determinations Regarding the Financing of Public Improvements Pursuant to an Installment Financing Agreement up to \$2,560,000 and to Reimburse Certain Expenditures from the Proceeds of the Financing
8. Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed in PWD Contract #1
9. Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed in PWD Contract #2
10. Contract award for professional services for a Mowing/Landscape Maintenance Contract for vacant lot mowing as specified in PWD Contract #4
11. Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed in PWD Contract #9
12. Contract award for professional services for Landscape and Turf Maintenance Contract for the 10th Street Corridor, PWD Contract #10
13. Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed in PWD Contract #14
14. Contract award for Engineering Grant Administration On-Call Services
15. Contract Change Order for Phase 2 of the professional services contract with Raftelis to perform work associated with the Uptown Solid Waste Collection Alternatives
16. Agreement with Tyler Technologies for Support Services and Updates for EnerGov
17. Request by Police Department to Utilize Asset Forfeiture Funds to Purchase Equipment

18. Various tax refunds greater than \$100

VIII. New Business

19. Annual Board & Commission Presentations - Multimodal Transportation Commission

20. Discussion of amendment to the Transit Advertising Policy

21. Budget Ordinance Amendment #7 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024)

IX. Review of March 9, 2023 City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Lease Agreement for Roses Parking Lot Located at the Corner of Evans and Fourth Streets

Explanation: The City of Greenville has leased the Roses Parking Lot, located at the corner of Evans and Fourth Streets, from Nelson Blount Crisp, Mary Louise Lowe and Otto W. Lowe for many years as part of the City's uptown public parking program. The lease executed in 2011 has expired, and staff wishes to enter into a new lease in order to continue to utilize this lot as part of the uptown parking program.

The term of the proposed lease is three (3) years. In the event the City maintains possession of the parking lot at the end of the three (3) years, tenancy will be on a month-to-month basis until the City either vacates the property or executes a new lease with the property owners.

Fiscal Note: Year 1 of the lease is at a rate of \$18,000, Year 2 will cost \$18,900, and Year 3 will cost \$19,845.

Recommendation: Approve the new lease agreement for the Roses Parking Lot

ATTACHMENTS

 [Lease_Agreement_with_Nelson_Blount_Crisp_et_al_for_Roses_Parking_Lot.pdf](#)

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

This Lease Agreement, made and entered into this ____ day of _____, 2023, by and between Nelson Blount Crisp and Mary Louise Lowe, and husband, Otto W. Lowe, Parties of the First Part and hereinafter referred to as LESSOR, and the City of Greenville, a North Carolina municipal corporation, Party of the Second Part and hereinafter referred to as LESSEE;

WITNESSETH:

That subject to the terms and conditions hereinafter set forth, LESSOR does hereby let and lease unto the LESSEE, and said LESSEE does hereby accept as LESSEE of said LESSOR a certain parcel of land, identified as Pitt County tax parcel 01626, together with the improvements thereon situate, lying and being in Pitt County, North Carolina, at the northeast corner of the intersection of Evans Street and Fourth Street and more particularly described as follows:

Being all of that lot or parcel including any easements and rights of way appearing of record and as described in that certain deed dated January 31, 1985 from Blount-Harvey Company, Inc to Florence T. Blount, Nelson B. Crisp and Mary Louise Crisp and the map prepared by J. Auburn Hall, RLS #L-2630, dated January 25, 1985 and appearing of record in Book Z53, Page 780, Pitt County Public Registry to which reference is made for a more full and accurate description.

The terms and conditions of this Lease Agreement are as follows:

1) Term. The term of this Lease Agreement shall be for three (3) years, beginning on April 1, 2023, and existing and continuing through March 31, 2026.

2) Payments. As payment for said premises, the LESSEE shall pay to the LESSOR the following sums:

For the first year of this lease beginning on April 1, 2023, and ending on March 31, 2024, a fee of EIGHTEEN THOUSAND AND 00/100THS DOLLARS (\$18,000.00) will be due and payable within 30 days of the execution of this LEASE AGREEMENT.

For the second year of this lease beginning on April 1, 2024, and ending on March 31, 2025, the sum of EIGHTEEN THOUSAND NINE HUNDRED AND 00/100THS DOLLARS (\$18,900.00) will be due and payable on or before April 1, 2024;

For the third year of this lease, beginning on April 1, 2025, and ending on March 31, 2026, the sum of NINETEEN THOUSAND EIGHT HUNDRED FORTY FIVE AND 00/100THS DOLLARS (\$19,845.00) will be due and payable on or before April 1, 2025; and

For holding over, pursuant to Paragraph 12, payment of SIXTEEN HUNDRED FIFTY THREE AND 76/100THS DOLLARS (\$1,653.76) shall be made monthly by the last date of each month for the subsequent month.

3) Taxes. During the term of this lease, the LESSOR shall pay all taxes and assessments imposed on the demised premises by any lawful authority.

4) Repairs and Maintenance. It is understood and agreed that the LESSEE accepts said premises in the physical condition in which the same now are and that the LESSOR shall be under no obligation whatever to make any repairs or replacements to said premises during the term of this lease. LESSEE represents that it has inspected the demised premises and found it to be in acceptable condition for the purposes of being a parking lot, and accepts the demised premises in its current condition. Upon execution of this Lease Agreement, LESSEE shall be fully responsible for the maintenance and upkeep of the demised premises and shall keep the demised premises in the same order and condition as of the date of this Lease Agreement, excepting ordinary wear and tear.

5) Improvements. LESSEE may at any time during the term of this Lease make improvements to the demised premises relating to its use as a parking lot including such improvements as repaving, striping, installing signs, and similar improvements. However, LESSEE may erect any buildings or structures upon the demised premises only with the written consent of the LESSOR.

6) **Use of Premises.** It is expressly agreed that the demised premises shall, during the term of this lease, be used exclusively for a parking lot except that the demised premises may be used as a venue for special events for no more than six (6) days during any calendar year.

7) **Assignment and Subletting.** LESSEE shall have the right to sublet any portion of the demised premises for parking purposes but shall not have the right to sublet for any other use without the written consent of the LESSOR.

8) **Quiet Possession.** The LESSOR covenants to and with LESSEE that upon timely payment of rent, LESSEE shall have the right to quiet possession of the demised premises, free from any adverse claims whatsoever from any persons whomsoever, upon the terms and conditions of this Lease Agreement.

9) **Termination.** In addition to the terms contained in paragraphs 10) and 18) herein, this Lease Agreement may be terminated by either party by providing six (6) months' written notice to the other party. Upon termination by either party, amounts paid by the LESSEE shall be reimbursed within 30 days and be based on a prorated amount for the number of months remaining in the annual term for which the LESSEE will not have use of the lot.

10) **Default.** If LESSEE shall neglect to pay any installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from the LESSOR calling attention to the non-payment or default, the LESSOR may declare this lease terminated and take possession of the demised premises without prejudice to any other legal remedy it may have on account of such default. If the LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

11) **Surrender of Premises.** At the end of the term or any final extension thereof, LESSEE shall peaceably yield up the demised premises to the LESSOR in as good repair and condition as of the date of this Lease Agreement.

12) **Holding Over.** If LESSEE remains in possession of the demised premises after the expiration of the term of this Lease Agreement, LESSEE shall be deemed to be occupying said premises as a tenant from month to month only, but otherwise subject to all of the terms and

conditions of this Lease Agreement. The month-to-month tenancy may be terminated by either party with sixty (60) days' written notice.

13) Exercise of Rights and Notice. The exercise of any right or privilege by a party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Lease Agreement provides otherwise. Notice shall be effective upon any actual delivery or five (5) days after mailing by first class, United States mail, postage prepaid, addressed to the other party at the address set forth below:

LESSEE:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

LESSOR:
Nelson Blount Crisp
P.O. Box 7146
Greenville, NC 27835-7146

14) Survival and Binding Effect. This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.

15) Waiver and Modification. Neither this Lease Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the LESSOR or LESSEE to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.

16) Unenforceability. If any provision of this Lease Agreement is held to be illegal, invalid, or unenforceable under any present or future laws, such provision shall be severable, and the remainder of the Lease Agreement shall continue in full force and effect.

17) Public Liability. LESSOR shall not be liable to LESSEE or to LESSEE's employees, agents, licensees, invitees, visitors, or to any other person or persons, for any damage or injury to person or property arising out of or in any way connected with the Premises. LESSEE shall and does hereby covenant and agree to indemnify and hold LESSOR harmless from and against any and all claims, damages, injuries, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in any way connected with the

Premises, use of the Premises by LESSEE, or failure of LESSEE to maintain the Premises in good condition.

18) Non-Appropriation of Funds. LESSOR acknowledges that funding for this Lease Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Lease Agreement. By written notice to LESSOR at the earliest possible date, LESSEE may terminate this Lease Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the LESSEE's budget, funding, or financial resources. Such termination is in addition to the LESSEE's rights to terminate herein. If this Lease Agreement is terminated for non-appropriation: The LESSEE will be liable only for amounts that are incurred and / or paid by the LESSEE prior to the effective date of termination. The LESSEE will not be refunded for any payments made to the LESSOR by the LESSEE prior to the effective date of termination for non-appropriation. The LESSOR will not be compensated for any other costs in connection with a termination for non-appropriation, including recovery of any damages in connection with a termination for non-appropriation. LESSOR and LESSEE shall be released from any further obligation and termination shall not prejudice any other right or remedy available to the LESSOR. Funding for this Lease Agreement is subject to annual appropriation.

19) Governing Law and Venue. This Lease 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. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Lease Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

20) Counterparts. This Lease Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

21) Third Party Rights. No Third Party Rights Created. This Lease Agreement is intended for the benefit of the LESSOR and LESSEE and not any other person or entity.

22) Authority to Contract. The undersigned hereby warrants and certifies that they are authorized to enter into this Lease Agreement and to execute same on behalf of their respective Parties as an act of said Party.

23) Entire Agreement. This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first written above.

SIGNATURES BEGIN ON NEXT PAGE

LESSEE: CITY OF GREENVILLE

BY: _____
PJ Connelly, Mayor

ATTEST:

BY: _____
Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is the City Clerk of the CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as City Clerk.

Witness my hand and Notarial Seal, this the ____ day of _____, 2022.

Notary Public

My Commission expires:_____

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.

BY: _____
Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

LESSORS:

Nelson Blount Crisp

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that Nelson Blount Crisp personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

Mary Louise Lowe

Otto W. Lowe

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that Mary Louise Lowe personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of Pitt County, North Carolina, do hereby certify that Otto W. Lowe personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the _____ day of _____, 2023.

Notary Public

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 03/06/2023

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- Title of Item:** Joint City, County and State Termination of Lease for 2815 E. Tenth Street, Tax Parcel 29072
- Explanation:** Pitt County (County) and the City of Greenville, NC (City) jointly own the property located at 2815 East Tenth Street (Tax Parcel 29072), which was acquired in 1950 from the Williams family. Shortly after the acquisition, the City and the County entered into a 99-year lease with the State of North Carolina to use the property as an office for its North Carolina State Highway Patrol (NCSHP) and/or NC Department of Motor Vehicles (NCDMV). The lease is set to expire on March 21, 2049; however, the NCSHP and/or NCDMV ceased use of the space permanently by relocating its office and consents to termination of the lease. On February 7, 2023, the Council of State of North Carolina approved the termination of the lease.
- Fiscal Note:** No fiscal impact to the City; however, upon the termination of the lease, the City and County will be able to jointly assess and sell the parcel.
- Recommendation:** Approve the joint City, County and State Termination of Lease, which will allow the City and County to jointly take steps to assess and sell the property.
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ATTACHMENTS

- [74-LD-106 Termination of Lease - DMV Greenville.pdf](#)
- [74-LD-106 Exhibit A Lease Agreement \(Bk 25 Pg. 630 PCR\).pdf](#)

Prepared by and Return to: Attorney General's Office / Property Control Section
Post Office Box 629, Raleigh, NC 27602
SPO File No.: 74-LD-106 / PCO-23-107972

STATE OF NORTH CAROLINA

COUNTY OF PITT

TERMINATION OF LEASE
(Deed Book 25 Page 630-632)

THIS TERMINATION OF LEASE, is made as of the last date set forth in the notary acknowledgements below, by and between the CITY OF GREENVILLE, a body politic and corporate, and the COUNTY OF PITT, a body politic and corporate, hereinafter collectively referred to as "Lessors" or individually as "Lessor"; and the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Lessee." Lessors and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

- A. Lessors and Lessee are parties to that certain lease agreement dated March 21, 1950 recorded in Book 25, Pages 630 - 632, Pitt County Registry (the "Lease"), which is attached hereto and incorporated herein as "Exhibit A."
- B. Pursuant to the Lease, Lessors demised, let and leased unto Lessee that certain premises located at 2815 East Tenth Street, Greenville, Pitt County, North Carolina as more particularly described in the Lease.
- C. The Parties desire to terminate and cancel the Lease and the tenancy, and to release each other from their respective obligations under the Lease.
- D. The North Carolina Department of Transportation, Division of Motor Vehicles, has requested and approved the execution of this instrument for the purposes set forth herein.
- E. The execution of this instrument for and on behalf of Lessee has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 7th day of February 2023.

F. Lessors and Lessee have mutually agreed as herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The recitals stated above are substantive and are incorporated in full by this reference.
2. The Lease is terminated and neither Party shall have any further rights, liabilities or obligations under the Lease and each Party does hereby release and forever discharge each other from any and all obligations by and under the Lease, including but not limited to, Lessee's obligation to pay rent.
3. Pursuant to the foregoing, the Lease is hereby terminated and of no further force and effect.

[remainder of page intentionally left blank - signatures on following pages]

IN TESTIMONY WHEREOF, this instrument has been duly executed by the Parties as of the dates set forth in the notary acknowledgments below.

LESSOR:

CITY OF GREENVILLE

By: _____
PJ Connelly, Mayor

ATTEST:

City Clerk (Seal)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the County of _____ and State of North Carolina do hereby certify that _____ personally came before me this day and acknowledged that he/she is the City Clerk of the City of Greenville and that by authority duly given and as an act of the City of Greenville, the foregoing instrument was signed by PJ Connelly, its Mayor, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2023.

My commission expires: _____
Notary Public
Print Name: _____

LESSOR:

COUNTY OF PITT

By: _____
Mary Perkins-Williams, Chair

ATTEST:

Clerk (Seal)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the
County of _____ and State of North Carolina do hereby certify that
_____ personally came before me this day and acknowledged that
he/she is the Clerk of the COUNTY of PITT and that by authority duly given and as an act of the
COUNTY of PITT, the foregoing instrument was signed by Mary Perkins-Williams, its Chair of
the Board of Commissioners, attested by himself/herself as Clerk and sealed with the common
seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____
day of _____, 2023.

My commission expires: _____

Notary Public
Print Name: _____

LESSEE:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

Secretary of State

APPROVED AS TO FORM:
JOSHUA H. STEIN, Attorney General

By: _____
Special Deputy Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public for _____ County, North Carolina, do certify that ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of the State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by ROY COOPER, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2023.

My commission expires: _____

Notary Public
Print Name: _____

EXHIBIT A

Deed Book 25

Page 1 of 1
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shall have the right to move said tobacco barns from this land to the lands now owned in fee simple by the said Mamie Ruth Cox Mills.

TO HAVE AND TO HOLD the aforesaid two-thirds (2/3) undivided interest of the said parties of the first part in and to the above described tract or parcel of land, with all and singular the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Van Mills, party of the second part, his heirs and assigns in fee simple forever.

And the said parties of the first part do, for themselves, their executors and administrators, covenant with the said party of the second part, his heirs and assigns, executors and administrators, that they are seized of a two-thirds undivided interest in and to the above described tracts or parcels of land and have a lawful right to convey the same in fee simple; that the same is free and clear of all liens and encumbrances whatsoever; and that they do hereby warrant and will forever defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Ervin Mills and wife, Ethel Mills, and William Hughie Mills and wife, Essie Mills, parties of the first part, have hereunto set their hands and seals, this the day and year first above written.

Ervin Mills (SEAL)

Ethel Mills (SEAL)

William Hughie Mills (SEAL)

Essie Mills (SEAL)

NORTH CAROLINA
PITT COUNTY

I, H. L. Lewis, Jr., Asst., C. S. C. in and for the aforesaid County and State do hereby certify that Ervin Mills and wife, Ethel Mills, and William Hughie Mills and wife, Essie Mills, each personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance. Let the instrument with the certificate be registered.

Witness my hand and this the 22nd day of March, 1950.

H. L. Lewis, Jr., Asst., C. S. C.

Received in office March 22, 1950 at 4 o'clock P. M.

C. P. Gaskins, REGISTER OF DEEDS

VERIFIED

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LEASE : NORTH CAROLINA
: PITT COUNTY
CITY OF GREENVILLE :
TO : THIS LEASE, made this 21st day of March, 1950, by Pitt
County, a body politic and corporate, and the City of Greenville,
in Pitt County, State of North Carolina, a body politic and corporate,
parties of the first part and hereinafter designated "Lessors",
THE STATE OF NORTH CAROLINA : to the State of North Carolina, also a body politic and corporate,
for the Department of Motor Vehicles, party of the second part and
hereinafter designated "Lessee";

WITNESSETH:

The Lessors, for and in consideration of the stipulations, covenants and agreements hereinafter mentioned, to be fulfilled by the Lessee, have demised and leased, and by these presents do demise and lease unto the Lessee, upon the terms and for the period of time hereinafter set forth, the following described real property:

That certain lot, tract or parcel of land situate, lying and being in Greenville township, Pitt County, State of North Carolina, just East of the corporate limits of the City of Greenville, N. C. and beginning at a stake located in the southern right of way line of Fifth Street Extension, said right of way being 60 feet wide, and said stake and point of beginning being South 23 deg. 30 min. East and 165 feet distant from a point on the southern right of way opposite the center of the concrete bridge over Greene Mill Run, and running from said State South 36 deg. 30 min. West to a point that intersects the southern property line of the property conveyed by Mrs. Nora Heath to the City of Greenville as recorded in Book X-21 at page 383 in the office of the Register of Deeds of Pitt County, thence a southeasterly course (South 71 deg. East) along a street not yet opened to a point where a line 25 feet east of and parallel with the dividing line between Lots Nos. 26 and 27, Block "B"

Deed Book 25

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of the "Woodcrest Subdivision" if produced would intersect said point; thence southwardly parallel with the dividing line between Lots Nos. 26 and 27, Block "B" of the Woodcrest Subdivision and 25 feet east of said dividing line at all points, to the North property line of Tenth Street extended, thence with the Northern right of way line of Tenth Street Extension eastwardly and then northwardly with the right of way line of Fifth Street and Tenth Street intersection to the southern right of way of Fifth Street, thence a northwesterly direction with the southern right of way line of Fifth Street Extension to the stake at the point of the beginning.

TO HAVE AND TO HOLD the above described lot, tract or parcel of land with all and singular the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the said Lessee, for the period of time and upon the following terms:

First. The term of this lease shall commence on March 21, 1950 and shall run for a period of Ninety-Nine (99) consecutive years from and after the 21st day of March 1950, terminating on the 21st day of March in the year 2049. The Lessee shall enjoy the possession of the demised premises during the period of this lease free from the adverse claims of all other persons whomsoever.

Second. The Lessee shall pay to the Lessors for the use of the demised premises an annual rental of One Dollar (\$1.00), the same to be due and payable as follows: \$1.00 upon the execution and delivery of this lease, and \$1.00 at any time during the year for which the rent shall be due during the remainder of the term of this lease.

Third. It is understood and agreed by and between the Lessors and the Lessee that an easement for a street or roadway is reserved and is dedicated for use as a street or roadway in a strip of land 25 feet in width and extending from the north property line of Tenth Street Extension to the southern boundary line of the Greene Spring Park property, said strip of land being adjacent to and East of Lot No. 26 in Block "B" of the Woodcrest Subdivision, and also being adjacent to and west of the premises herein demised.

Fourth. It is further understood and agreed by and between the parties to this lease that the above described property is herein leased to the Lessee for use by the Department of Motor Vehicles and / or the State Highway Patrol, or both, or any other Department or Agency of the State of North Carolina having similar duties regardless of name at any time during the term of this lease, in the administration of the duties of the said Department or Departments, now or at any time hereafter vested by law in such Department or Departments, and that if the Lessee should at any time during the period of this lease abandon the use of said property as such, and / or cease to use said demised property for said purposes, or similar purposes, for any period of Five (5) consecutive years, the Lessee shall thereby forfeit to the Lessors all rights to the said property herein granted; but otherwise the lease shall run for the full period of time hereinabove set forth.

Sixth. Any structures, buildings or other additions made by the Lessee on the property herein described may be removed by the said Lessee, if the same can be removed without injury to the property leased, at any time within six months after the termination of this lease by the expiration of the ninety-nine year's term of this lease.

Seventh. The acceptance of this lease by the Lessee shall be binding upon the said Lessee without the formal execution of this lease.

IN WITNESS WHEREOF, the City of Greenville and Pitt County, the Lessors, have executed this lease in conformity with and pursuant to resolutions duly adopted by the respective governing bodies for each, this the day and year first above written.

(CORPORATE SEAL)

THE CITY OF GREENVILLE, N. C.

Attest:

J. O. Duval

Clerk of the City of Greenville

By: W. S. Stafford

Mayor

COUNTY OF PITT

(CORPORATE SEAL)

By: M. B. Hodges

Chairman of the Board of County Commissioners of Pitt County

Attest:

C. F. Gaskins

Secretary to the Board of County Commissioners of Pitt County

NORTH CAROLINA
PITT COUNTY

I, Josephine R. Dees, a Notary public in and for the aforesaid County and State do hereby certify that J. O. Duval personally appeared before me this day and acknowledged that he is City Clerk for the City of Greenville, North Carolina, a municipal corporation, and that W. S. Stafford is the duly elected, qualified and acting Mayor of the said City of Greenville, and that, by authority, duly given in the form of a Resolution adopted by the Board of Alderman of the City of Greenville, North Carolina, and in conformity therewith, the foregoing instrument was signed in its name by its Mayor, W. S. Stafford, sealed with its corporate seal and attested by himself as its Clerk.

Witness my hand and official seal this the 22nd day of March, 1950.

N.P. SEAL

My commission expires: April 26, 1951

Josephine R. Dees, NOTARY PUBLIC

NORTH CAROLINA
PITT COUNTY

I, Ralph C. Smith, a notary public in and for the aforesaid County and State do hereby certify that Charles P. Gaskins personally appeared before me this day and acknowledged that he is Secretary to the Board of County Commissioners of Pitt County, the said Pitt County being a municipal corporation, and that, by authority duly given in the form of a resolution and in conformity therewith, the foregoing instrument was signed in its name by M. B. Hodges, Chairman of the Board of County Commissioners of Pitt County, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal this the 23 day of March, 1950.

N. P. SEAL
My commission expires Oct. 5, 1950

Ralph C. Smith, NOTARY PUBLIC

NORTH CAROLINA
PITT COUNTY

The foregoing certificates of Josephine R. Dees, a Notary Public of Pitt County, State of North Carolina and Ralph C. Smith, a Notary Public of Pitt County, State of North Carolina are adjudged to be correct. Let the instrument with the certificates be registered. This the 23rd day of March, 1950.

H. L. Lewis, Jr., Asst., CLERK SUPERIOR COURT

Received in office March 22, 1950 at 1 o'clock P. M.

VERIFIED

C. P. Gaskins, REGISTER OF DEEDS

#####

DEED : NORTH CAROLINA
: PITT COUNTY
MRS. OCTAVIA W. BAREFOOT :
: THIS DEED, Made this the 11th day of June, 1921, by Mrs.
TO : Octavia W. Barefoot, widow, of the County of Alamance, State of
: North Carolina, to George Gay, of the County of Pitt, State of North
GEORGE GAY : Carolina,
:

WITNESSETH:

THAT WHEREAS, on the 10th day of February, 1911, Mrs. Octavia W. Barefoot and husband, J. J. Barefoot, executed and delivered to George Gay a contract of sale for the property hereinafter described, whereby they agreed to execute and deliver a deed in fee simple for said property upon George Gay paying the remainder of the purchase price set out in said contract of sale; AND WHEREAS, the said George Gay has fully compleid with the terms of said contract of sale and has fully paid and satisfied the said Mrs. Octavia W. Barefoot and J. J. Barefoot the remainder of the purchase price of said premises hereinafter described: AND WHEREAS, the said J. J. Barefoot died during the year of 1921, before executing a deed for the premises described in said contract of sale: AND WHEREAS, the said Mrs. Octavia W. Barefoot is the owner of said premises in fee and desires to execute a deed in fee simple to the said George Gay according to the terms set out in said contract of sale.

NOW THEREFORE, Mrs. Octavia W. Barefoot, in consideration of the premises and for the further consideration of One Dollar to her in hand paid by the said George Gay, receipt of which is hereby acknowledged, has bargained, sold and conveyed and by these presents does hereby bargain, sell and convey unto the said George Gay, his heirs and assigns, the following described lots or parcels of land, lying and being in or near the Town of Farmville, and described as follows, to wit:

- 1st - Lot #24 as described in a certain map which is of record in the Register's Office of Pitt County in Book T-9, at page 220. Transferred to Map Book 1, page 26.
- 2nd- Lot #18 as described in a certain map which is of record in the Register's Office of Pitt County in Book T-9, Page 220. Transferred to Map Book 1, page 26.

TO HAVE AND TO HOLD the aforesaid tract of parcel of land, and all privileges and appurtenances thereto belonging, to the said George Gay, his heirs and assigns, to their only use and behoof forever.

And the said Octavia W. Barefoot, for herself and her heirs, executors and administrators, covenants with said George Gay, his heirs and assigns, that she is seized of said premises in fee and has right to convey in fee simple; that the same are free and clear from all incumbrances, and that she does hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Octavia W. Barefoot, has hereunto set her hand and seal, this the day and year first above written.

Witness:

Octavia W. Barefoot (SEAL)



City of Greenville, North Carolina

Meeting Date: 03/06/2023

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Arbor Hills, Section 2, Phase 9
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Arbor Hills, Section 2, Phase 9 (Map Book 89 at Page 165). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Arbor Hills, Section 2, Phase 9.

ATTACHMENTS

-  [Arbor_Hills_Resolution.pdf](#)
-  [Arbor Hills Phase 9 FP 22-36.pdf](#)

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:

Arbor Hills, Section 2, Phase 9 Map Book 89 at Page 165

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 6th day of March, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

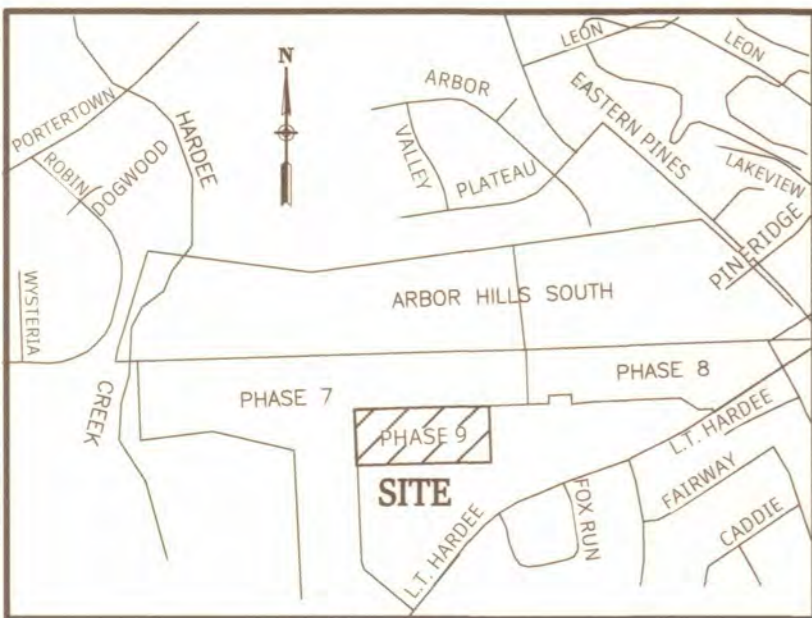
NORTH CAROLINA
PITT COUNTY

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 6th day of March, 2023.

Notary Public

My Commission Expires:



VICINITY MAP
SCALE 1" = 1000'

NOTES:

1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM NUMBER 372056600J, EFFECTIVE DATE 01/02/2004
4. IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED.
5. NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY PUBLIC DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
6. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
7. TEMPORARY TURN-AROUND EASEMENT PENDING DEDICATION OF FUTURE PUBLIC STREET RIGHT OF WAY.
8. COMMON AREA/OPEN SPACE/PRIVATE DRAINAGE EASEMENTS TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION. DOCUMENTS RECORDED IN DEED BOOK _____, PAGE _____.
9. NO POINTS SET ON RIGHT-OF-WAY WHERE A 10' POINT-ON-LINE (POL) IS SHOWN. TOTAL DISTANCE OF LINE IS NOTED.

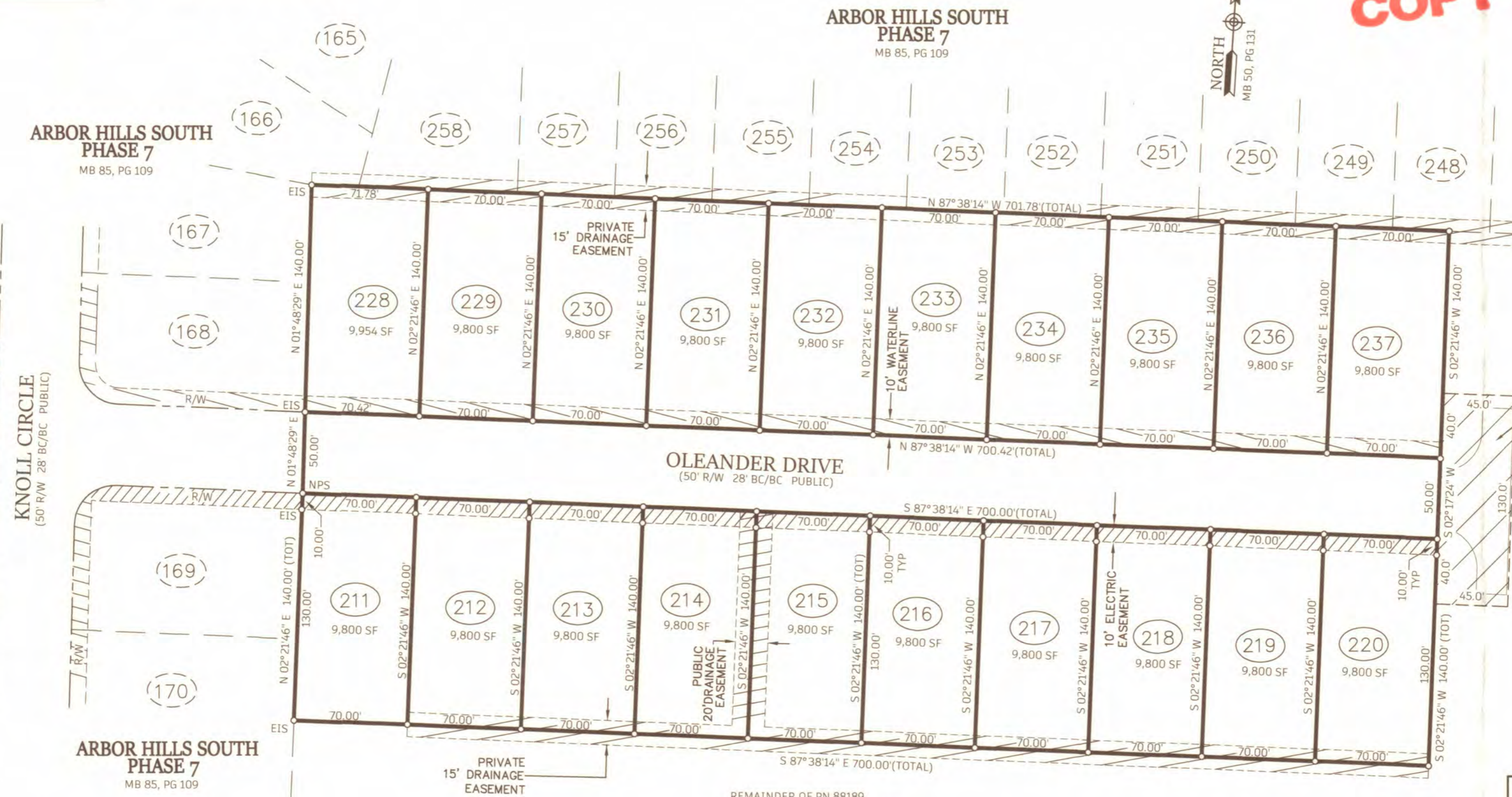
Doc ID: 015592300001 Type: CRP
Recorded: 12/02/2022 at 04:00:51 PM
Fee Amt: \$21.00 Page 1 of 1
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 89 PG 165

SITE DATA

NUMBER OF LOT CREATED.....20
TOTAL AREA IN TRACT.....5.3067 AC
AREA IN COMMON AREA.....0
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....0

COPY

- LEGEND:
- EIS= EXISTING IRON STAKE
 - R/W= RIGHT-OF-WAY
 - MB= MAP BOOK
 - DB= DEED BOOK
 - PG= PAGE
 - BC= BACK OF CURB
 - POL= POINT ON LINE
 - SF= SQUARE FEET
 - TYP= TYPICAL
 - NPS= NO POINT SET



REMAINDER OF PN 88189
BILL CLARK HOMES OF GREENVILLE, LLC
DB 3727, PG 651
MB 83, PG 65



SURVEYOR'S CERTIFICATE

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3727, PAGE 651, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE PAGE PLAT, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:55,071, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)(a), THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 29th DAY OF November, 2022
SIGNED: Deborah T. Boyette
PROFESSIONAL LAND SURVEYOR L-4146

REVIEW OFFICER'S CERTIFICATE
I, Dauida Moore, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: Dauida Moore
REVIEW OFFICER
DATE: 12/2/22

REMAINDER OF PN 88189
BILL CLARK HOMES OF GREENVILLE, LLC
DB 3727, PG 651
MB 83, PG 65



OWNER STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF.

Kathryn Smith
OWNER
Daniel Koa
OWNER
OWNER

SWORN AND SUBSCRIBED TO BEFORE ME THIS 29th DAY OF November, 2022
Penny Ann Pollard, 3/20/2024
NOTARY PUBLIC, MY COMMISSION EXPIRES ON



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 3727 PAGE 651
DEED BOOK _____ PAGE _____
DEED BOOK _____ PAGE _____
Deborah T. Boyette
N.C. LICENSE NO. L-4146

APPROVAL

THIS FINAL PLAT 22-36 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 21 DAY OF November, 2022

SIGNED: Dauida Moore
CITY PLANNER

DEDICATION

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

Kathryn Smith
OWNER
Daniel Koa
OWNER

SIGNED: _____
ATTEST: _____

MAP FOR RECORD
ARBOR HILLS SOUTH
CLUSTER SUBDIVISION
PHASE 9

REFERENCE: DEED BOOK 3727, PAGE 651 AND MAP BOOK 83, PAGE 65 OF THE PITT COUNTY REGISTRY
GREENVILLE GRIMESLAND TOWNSHIP PITT COUNTY NORTH CAROLINA

CLIENT: **BILL CLARK HOMES OF GREENVILLE, LLC**
ADDRESS: 200 EAST ARLINGTON BLVD. SUITE A GREENVILLE, NC 27858
PHONE: (252) 355-5805

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET. GREENVILLE, NC 27858
(252) 756-9352 LICENSE NO. C-0647

SURVEYED: HOB/DE/JE APPROVED: DTB
DRAWN: DTB/Qu DATE: SEPT. 2 2022
CHECKED: HOB/DTB SCALE: 1"=60'



City of Greenville, North Carolina

Meeting Date: 03/06/2023

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Lynndale East, Section 5, Phase 1
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Lynndale East, Section 5, Phase 1 (Map Book 89 at Page 22-23). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Lynndale East, Section 5, Phase 1.

ATTACHMENTS

- [📄 Lynndale_East_Resolution.pdf](#)
- [📄 Lynndale East Section 5 FP22-23.pdf](#)

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:

Lynndale East, Section 5, Phase 1 Map Book 89 at Page 22-23

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 6th day of March, 2023.

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 6th day of March, 2023.

Notary Public

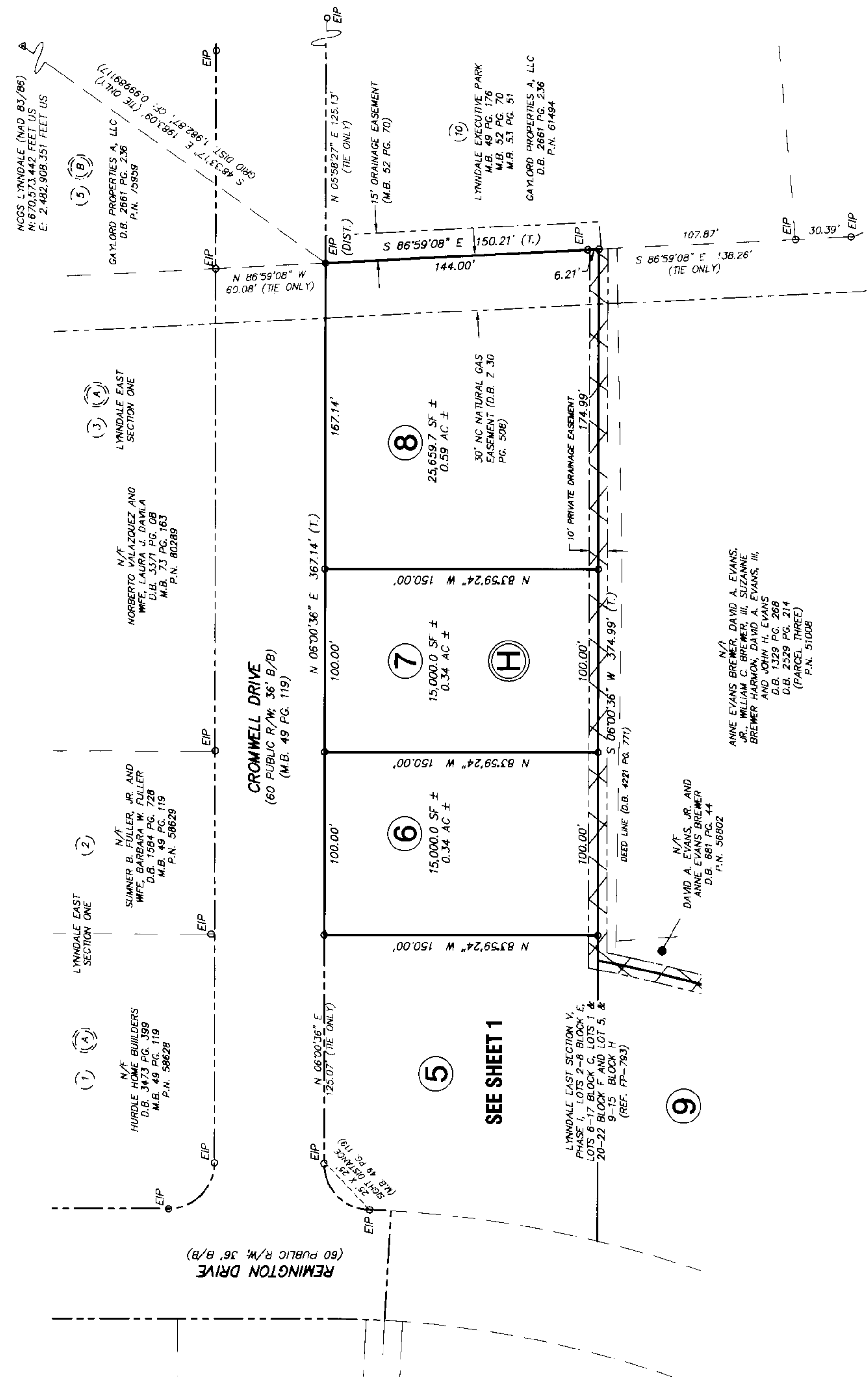
My Commission Expires:

LEGEND

(T.) TOTAL	BOUNDARY LINE
R/W RIGHT OF WAY	ADJACENT OWNER
P.N. PARCEL NUMBER	EXISTING EASEMENT
E.I.P. EXISTING IRON PIPE	RIGHT OF WAY
N/F NOW OR FORMERLY	EXISTING DEED LINE
D.B. DEED BOOK	PLATTED LOT AND BLOCK
M.B. MAP BOOK	NEW LOT NUMBER AND BLOCK
P.G. PAGE	

Doc ID: 01549568002 Type: CRP
 Recorded: 07/22/2022 At: 01:12:56 PM
 Fee Amt.: \$42.00 Page 2 of 2
 Lisa P. Nichols REG. OF DEEDS
 BK 89 Pg 22-23

- NOTES**
1. AREA DETERMINED BY COORDINATES.
 2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
 3. IRON PIPES LOCATED AT ALL CORNERS, EXCEPT AS NOTED OTHERWISE.
 4. THIS PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 10% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FIRM MAP NUMBER 3720468600K, PANEL NO. 4686K, EFFECTIVE JULY 7, 2014.
 5. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS, OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING 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. PROVIDED UTILITIES ARE LOCATED UNDERGROUND.
 6. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
 7. 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 ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.

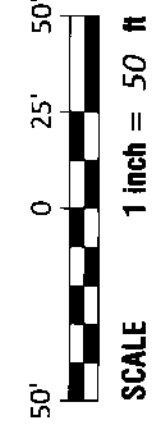


SITE SUMMARY

SEE SHEET 1

REFERENCES

- P.N. 88409
- D.B. 4221 PG. 764
- D.B. 4221 PG. 737
- D.B. 4221 PG. 744
- D.B. 4221 PG. 752
- D.B. 4221 PG. 771
- D.B. 4221 PG. 758
- D.B. 3638 PG. 235
- D.B. 3638 PG. 244
- D.B. 3638 PG. 258
- D.B. 2529 PG. 214
- D.B. 2005 PG. 873
- D.B. 2595 PG. 724
- D.B. 2005 PG. 870
- M.B. 67 PG. 18
- P.N. 56801
- P.N. 16473
- P.N. 56802
- D.B. 1986 PG. 659
- D.B. 1986 PG. 647
- D.B. 2020 PG. 443
- D.B. 1986 PG. 643
- D.B. 2020 PG. 439
- D.B. 1979 PG. 617
- D.B. 2020 PG. 427
- D.B. 1979 PG. 613
- D.B. 2020 PG. 423
- D.B. 1979 PG. 609
- D.B. 2009 PG. 840
- D.B. 1979 PG. 605
- D.B. 896 PG. 532
- D.B. 1329 PG. 268
- P.N. 56801
- P.N. 16473
- P.N. 56802



SURVEY CERTIFICATION
 NORTH CAROLINA PITT COUNTY

NORTH CAROLINA PROFESSIONAL SEAL
 L-4262 PATRICK W. HARTMAN
 6/8/22

SIGNED: [Signature]
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

NORTH CAROLINA PITT COUNTY
 I, **Dauida Moore**
 A REVIEW OFFICER OF PITT COUNTY, N.C.,
 CERTIFY THAT THE MAP OR PLAT TO WHICH
 THIS CERTIFICATION IS AFFIXED MEETS ALL
 STATUTORY REQUIREMENTS FOR RECORDING.

BY: **Dauida Moore**
 REVIEW OFFICER
 DATE: **July 22, 2022**

DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES, AND EASEMENTS ON SAID PLAT.

SIGNED: [Signature]
 ATTEST: [Signature]

APPROVAL

THIS FINAL PLAT NO. 22-23 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE-CITY CODE THE DAY OF **JULY**, 2022.

SIGNED: **Dauida Moore**
 CITY PLANNER

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF GREENBRIER REALTY COMPANY, A NOTARY PUBLIC.

SWORN TO AND SUBSCRIBED BEFORE ME THIS **21st** DAY OF **JULY**, 2022.

[Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES **11/3/2025**

SOURCE OF TITLE

TO THE BEST OF MY KNOWLEDGE, THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

DEED BOOK **2595**, PAGE **724**
 DEED BOOK **896**, PAGE **532**
 DEED BOOK **1329**, PAGE **268**
 (PARCEL THREE)
 P.N. 51008

FINAL PLAT
 LYNNDALE EAST SECTION V, PHASE I, LOTS 2-8 BLOCK E, LOTS 6-17 BLOCK C, LOTS 1 & 20-22 BLOCK F AND LOTS 5-15 BLOCK H
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

REVISIONS: #1 - 7/11/2022; REVISED PER COG COMMENTS

OWNER: **GREENBRIER REALTY COMPANY, INC.**
 ADDRESS: P.O. BOX 2548 GREENVILLE, NC 27836
 PHONE: (252)-752-2106

Engineers
 Planners
 Surveyors
 Architects

Rivers & Associates, Inc.
 107 East Second Street
 Greenville, NC 27668
 (252) 752-4135
 Since 1918
 river-sandassociates.com

NO License: F-8934

Surveyed
 RB
 DRAWN
 KB/MS/PH
 CHECKED
 PWH
 APPROVED
 DATE
 1/05/2021
 SCALE
 1" = 50'



City of Greenville, North Carolina

Meeting Date: 03/06/2023

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Paramore Farms, Phase 5
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Paramore Farms, Phase 5 (Map Book 89 at Page 166). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2022-2023 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Paramore Farms, Phase 5.

ATTACHMENTS

- [Paramore_Farms_Resolution.pdf](#)
- [Paramore Farms Phase 5 FP 22-33.pdf](#)

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:

Paramore Farms, Phase 5 Map Book 89 at Page 166

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 6th day of March, 2023.

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 6th day of March, 2023.

Notary Public

My Commission Expires:

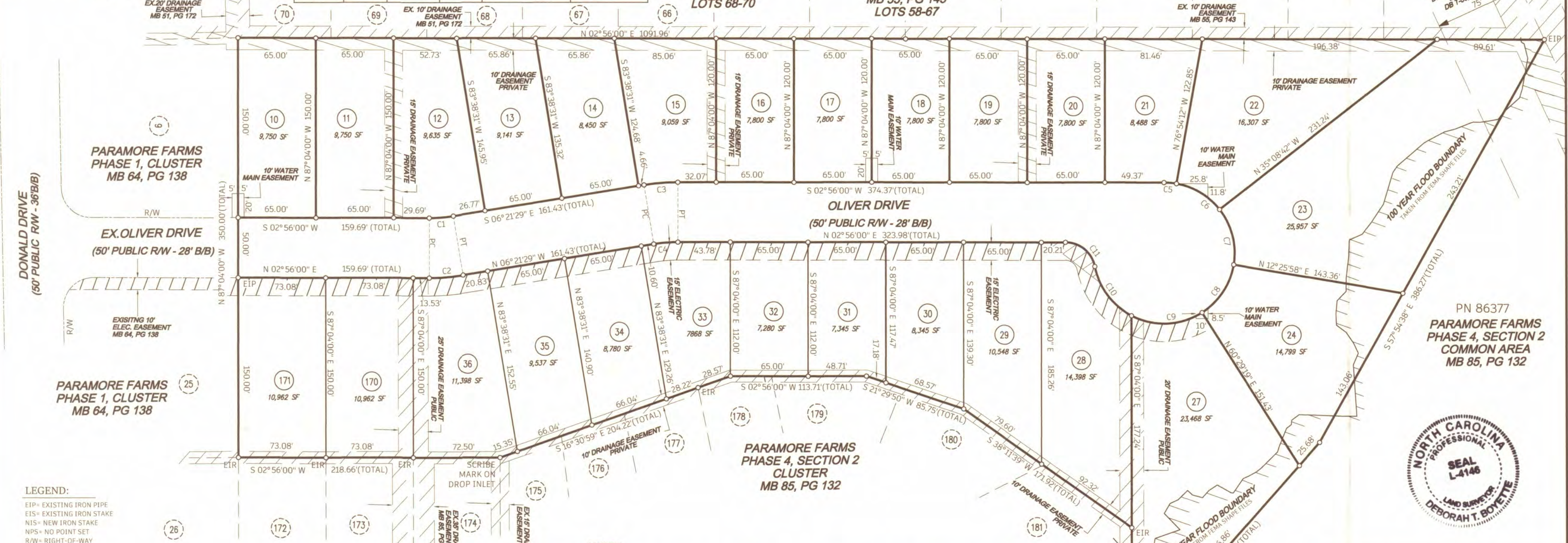


CURVE TABLE					
CURVE #	LENGTH	DELTA	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	20.27'	9°17'29"	125.00'	S 01°42'44" E	20.25'
C2	28.38'	9°17'29"	175.00'	N 01°42'44" W	28.35'
C3	28.38'	9°17'29"	175.00'	S 01°42'44" E	28.35'
C4	20.27'	9°17'29"	125.00'	S 01°42'44" E	20.25'
C5	10.47'	10°09'48"	59.00'	S 08°00'54" W	10.45'
C6	43.00'	41°45'30"	59.00'	S 33°58'33" W	42.06'
C7	48.99'	47°34'40"	59.00'	S 78°38'38" W	47.60'
C8	49.49'	48°03'21"	59.00'	N 53°32'22" W	48.05'
C9	61.78'	59°59'40"	59.00'	N 00°29'09" E	59.00'
C10	53.00'	51°28'12"	59.00'	N 56°13'04" E	51.24'
C11	34.48'	79°01'10"	25.00'	S 42°26'35" W	31.81'

COPY

Doc ID: 015592310001 Type: CRP
 Recorded: 12/02/2022 at 04:02:11 PM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 89 PG 166

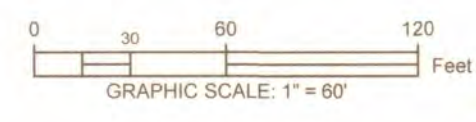
SITE DATA	
NUMBER OF LOT CREATED.....	27
TOTAL AREA IN TRACT.....	7.8655 AC
AREA IN COMMON AREA.....	0
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....	0



- LEGEND:**
- EIP= EXISTING IRON PIPE
 - EIS= EXISTING IRON STAKE
 - NIS= NEW IRON STAKE
 - NPS= NO POINT SET
 - R/W= RIGHT-OF-WAY
 - NPF= NO POINT FOUND
 - B/B= BACK CURB TO BACK CURB
 - SF= SQUARE FEET
 - PC= POINT OF CURVE
 - PT= POINT OF TANGENCY

NOTES:

- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM NUMBER 3720468600K, EFFECTIVE DATE 07/07/2014
- IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED.
- NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY PUBLIC DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.



PN 70417



SURVEYOR'S CERTIFICATE

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1926, PAGE 141, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE PLAT, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:15,847, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)(a), THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 29th DAY OF November, 2022.

SIGNED Deborah T. Boyette
 PROFESSIONAL LAND SURVEYOR L-4146

REVIEW OFFICER'S CERTIFICATE
 I, Dauida Moore REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Dauida Moore
 REVIEW OFFICER
 DATE 12/2/22

MAP FOR RECORD
PARAMORE FARMS
 PHASE 5 - CLUSTER - DEVELOPMENT

REFERENCE: DEED BOOK 1926, PAGE 141 AND MAP BOOK 61, PAGE 99 OF THE PITT COUNTY REGISTRY
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

CLIENT: **BILL CLARK HOMES OF GREENVILLE, LLC**
 ADDRESS: 200 EAST ARLINGTON BLVD. SUITE A GREENVILLE, NC 27858
 PHONE: (252) 355-5805

DATE: AUG. 22, 2022 SCALE: 1" = 60' CHECKED BY: DTB/HB

STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET GREENVILLE, NC 27858
 (252) 756-9352 LICENSE NO. C-0647

DRAWN BY: PM
 SURVEYED BY: JD
 APPROVED BY: DTB

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 1926 PAGE 141
 DEED BOOK _____ PAGE _____
 DEED BOOK _____ PAGE _____
Deborah T. Boyette
 N.C. LICENSE NO. L-4146

OWNER STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF

Kathryn Smith
 OWNER
Daniel Koch
 OWNER
Jenne Ann Pollard
 OWNER
 SWORN AND SUBSCRIBED TO BEFORE ME THIS 30th DAY OF November, 2022
Jenne Ann Pollard
 NOTARY PUBLIC, MY COMMISSION EXPIRES ON _____



APPROVAL
 THIS FINAL PLAT 22-33 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 29th DAY OF November, 2022
 SIGNED Dauida Moore
 CITY PLANNER

DEDICATION

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

Kathryn Smith
 OWNER
Daniel Koch
 OWNER
 SIGNED _____
 ATTEST E. D. W.



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Permanent Drainage Easement Agreement of Release and Creation with University Medical Park North, LLC and Housing Authority of the City of Greenville, North Carolina

Explanation: Property owner, University Medical Park North, LLC, is requesting to modify and shift the location of an existing permanent drainage easement across Tax Parcel No. 80964 (Attachment A). The existing 50' wide drainage easement will be released, and new permanent drainage easements will be created. The new easements will consist of a 25' wide easement on Tax Parcel No. 80964 owned by University Medical Park North, LLC and a 22' wide easement on Tax Parcel No. 38247.

Fiscal Note: No cost to the City.

Recommendation: Authorize the execution of the Permanent Drainage Easement Agreement to modify and shift the location of an existing permanent drainage easement across Tax Parcel No. 80964.

ATTACHMENTS

 [Drainage Easement Agreement.pdf](#)

PERMANENT DRAINAGE EASEMENT AGREEMENT

THIS PERMANENT DRAINAGE EASEMENT AGREEMENT (the “Agreement”) is made this ____ day of March, 2023, by and between UNIVERSITY MEDICAL PARK NORTH, LLC, a North Carolina limited liability company, hereinafter referred to as “UMP”, the HOUSING AUTHORITY OF THE CITY OF GREENVILLE, NORTH CAROLINA, a North Carolina body politic and corporate, hereinafter referred to as “GHA”, and the CITY OF GREENVILLE, a North Carolina municipal corporation hereinafter referred to as the “City”.

STATEMENT OF PURPOSE

GHA is the fee simple owner of 1.26 acres, more or less, located at 500 Darden Drive, Greenville, Pitt County, North Carolina [Pitt County Tax Parcel No. 38247] (hereinafter referred to as the “GHA Property”). UMP is the fee simple owner of 1.89 acres, more or less, being Lot 10 as shown in Plat Book 75, Page 43, Pitt County Registry [Pitt County Tax Parcel No. 80964] (hereinafter referred to as the “UMP Property”). The parties wish to reconfigure the 50’ Drainage Easement located on the UMP Property, being Lot 10, University Medical Park North, as shown in Plat Book 71, Page 102, Pitt County Registry, and grant additional rights and easements in connection therewith.

NOW, THEREFORE, of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RELEASE OF EXISTING DRAINAGE EASEMENT.** UMP, GHA and City agree that the “50’ Drainage Easement” located on the UMP Property, being only Lot 10, University Medical Park North, with such easement being shown on maps recorded in Plat Book 71, Page 102 and in Plat Book 75, Page 43, Pitt County Registry, is hereby terminated and replaced with the easements set forth in this Agreement.
2. **CREATION OF PERMANENT DRAINAGE EASEMENTS.**
 - a. **UMP Easement.** GHA, for itself and for its successors and assigns hereby conveys and grants to UMP, its successors and assigns, a twenty-five foot (25’) permanent, non-

exclusive easement (the “UMP Drainage Easement Area”) located along a portion of the western property line of the GHA Property as shown on Exhibit “A”, attached hereto for illustrative purposes, to which reference is made for a more complete and accurate description. UMP shall be entitled to use the UMP Drainage Easement Area for the limited and sole purpose of maintaining the drainage ditch located on the GHA Property permitting the flow of stormwater.

b. GHA Easement. UMP, for itself and for its successors and assigns hereby conveys and grants to GHA, its successors and assigns, a twenty-two (22’) permanent, non-exclusive easement (the “GHA Drainage Easement Area”) located along a portion of the eastern property line of the UMP Property as shown on Exhibit “A”. GHA shall be entitled to use the GHA Drainage Easement Area for the limited and sole purpose of maintaining the drainage ditch located on the GHA Property permitting the flow of stormwater.

c. Easement to the City. In addition, GHA and UMP, for their respective successors and assigns, hereby give, grant and permanently dedicate to the City, the GHA Drainage Easement Area and the UMP Drainage Easement Area (collectively, the “City Drainage Easement Area”) to permit the City access to maintain its existing stormwater facilities.

d. Easement Areas. The GHA Drainage Easement Area, the UMP Drainage Easement Area and the City Drainage Easement Area are collectively referred to herein as the “Easement Areas”.

3. RESERVATION OF RIGHTS. UMP and GHA reserve all right, title and interest in and to their respective properties, to use and enjoy the same, without interfering with the rights conveyed by this Agreement.

4. CLEANUP AND RESTORATION. Each party shall restore all portions of the Easement Areas which may have been used, damaged or disturbed in the course of such party’s use of the Easement Areas in accordance with this Agreement. This shall not be applicable to cleanup and restoration of buildings, parking surfaces or other improvements within the Easement Area.

5. DEFAULT. In the event of a breach or threatened breach of this Agreement by a party hereto, and the failure to cure such breach within thirty (30) days of written notice, the other party shall be entitled to pursue any and all remedies available at law or in equity including, without limitation, specific performance or suit to enjoin such breach or threatened breach.

6. RELEASE. Regardless of cause (natural or otherwise), UMP and GHA agree to defend, indemnify and hold the City and its officers, officials (elected and appointed), independent contractors, agents, employees and assigns harmless from and against any and all liability or claim thereof related to damage to the buildings, parking surfaces or other improvements located on their respective properties, arising in connection with or as a direct or indirect result of use of the easements granted herein.

7. **COMPLIANCE WITH LAWS.** Nothing in this Agreement shall release UMP and GHA from compliance with federal, state, local laws and regulations, including the City of Greenville Code of Ordinances.

8. **MISCELLANEOUS.**

a. **Covenants Running with the Land/Assignment.** The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

b. **Notices.** All notices required to be given hereunder shall be in writing and may be affected by personal delivery, including by any commercial courier or overnight delivery service, or by United States registered or certified mail, return receipt requested, with all postage and fees fully prepaid. Notices shall be effective upon receipt by the party being given notice, as indicated by the return receipt if mailed; except that if a party has relocated without providing the other party with its new address for service of notice, or if a party refuses delivery of a notice upon its tender, the notice shall be effective upon the attempt to serve the notice at the last address given for service of notices upon that party. Notices shall be addressed to the addresses shown below:

If to University Medical Park North, LLC:

University Medical Park North, LLC
631 Dickinson Avenue
Greenville, NC 27834

If to Housing Authority of the City of Greenville:

Housing Authority of the City of Greenville
1103 Broad Street
Greenville, NC 27834
Attention: Wayman Williams, CEO

With a copy to:

The Banks Law Firm, P.A.
4309 Emperor Boulevard, Suite 110
Durham, NC 27703
Attention: Tanya D. Locklair

If to the City of Greenville:

Ann Wall
City Manager
PO Box 7207
Greenville, NC 27835

With a copy to:

Emanuel McGirt
City Attorney
PO Box 7207
Greenville, NC 27835

- c. Amendment. This Agreement may be modified or amended in writing and signed by all parties to this Agreement.
- d. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, shall be binding concerning the subject matter of this Agreement.
- e. Waiver. The failure of the parties to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- f. No Third Party Beneficiaries. Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.
- g. Further Cooperation. Each of the parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.
- h. Governing Law and Jurisdiction. The terms and conditions of this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and shall not be amended, terminated, rescinded or modified in any manner other than by written agreement of the parties recorded in the appropriate records of Pitt County, North Carolina.
- i. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF GREENVILLE, NORTH CAROLINA

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State of _____ and County of _____, **certify** that _____ in his/her capacity as duly authorized _____ of the HOUSING AUTHORITY OF THE CITY OF GREENVILLE, NORTH CAROLINA, personally appeared before me this day and at the same time and place all of the following occurred: (a) the aforesaid individual appeared in person before me; (b) the aforesaid individual was personally known to me, or identified by me through satisfactory evidence; and (c) the aforesaid individual either indicated and acknowledged to me that the signature on the above document was his/hers, or signed the above document while in my physical presence, and while being personally observed by me doing so.

Date

(Printed Name) Notary Public

(Official Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

UNIVERSITY MEDICAL PARK NORTH, LLC

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State of _____ and County of _____, **certify** that in their capacities as duly authorized manager of UNIVERSITY MEDICAL PARK NORTH, LLC, a North Carolina limited liability company, personally appeared before me this day and at the same time and place all of the following occurred: (a) the aforesaid individual appeared in person before me; (b) the aforesaid individual was personally known to me, or identified by me through satisfactory evidence; and (c) the aforesaid individual either indicated and acknowledged to me that the signature on the above document was his/hers, or signed the above document while in my physical presence, and while being personally observed by me doing so.

Date

Notary Public
(Printed Name)

(Official Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

CITY OF GREENVILLE

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State of _____ and County of _____, certify that _____ in his/her capacity as duly authorized _____ of the CITY OF GREENVILLE, personally appeared before me this day and at the same time and place all of the following occurred: (a) the aforesaid individual appeared in person before me; (b) the aforesaid individual was personally known to me, or identified by me through satisfactory evidence; and (c) the aforesaid individual either indicated and acknowledged to me that the signature on the above document was his/hers, or signed the above document while in my physical presence, and while being personally observed by me doing so.

Date

Notary Public
(Printed Name)

(Official Seal)

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Resolution Making Certain Findings and Determinations Regarding the Financing of Public Improvements Pursuant to an Installment Financing Agreement up to \$2,560,000 and to Reimburse Certain Expenditures from the Proceeds of the Financing

Explanation: In anticipation of the acquisition of public safety radios, there is a need to finance the costs associated with this project by means of an installment financing arrangement not to exceed \$2,560,000. The estimated debt service will comply with City policies and will not require a tax increase.

Fiscal Note: The installment financing agreements will not exceed \$2,560,000. Annual, recurring appropriations to fund the debt service payments related to the future installment financing will be included in the Council adopted Fiscal Year 2023-24 General Fund Budget.

Recommendation: Approve the attached resolutions authorizing the filing of an application with the Local Government Commission for approval of the installment financing arrangement, in preparation for the notice of a public hearing, and request the Local Government Commission approve the installment financing arrangement and proposed financing

ATTACHMENTS

 [Preliminary_Resolution-Greenville_2023_IFA__Radio_Equip_.DOC](#)

The City Council of the City of Greenville, North Carolina, met in a regular meeting in the City Council Chambers in the City Hall located at 200 West Fifth Street in Greenville, North Carolina, the regular place of meeting, at 6:00 p.m. on March 6, 2023.

Present: Mayor P.J. Connelly, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

_____ introduced the following resolution the title of which was read and copy of which had been distributed to each Council Member:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF VARIOUS PUBLIC SAFETY RADIO AND COMMUNICATIONS EQUIPMENT FOR THE CITY OF GREENVILLE, NORTH CAROLINA PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT

BE IT RESOLVED by the City Council (the “City Council”) of the City of Greenville, North Carolina (the “City”) as follows:

Section 1. The City Council does hereby find and determine as follows:

(a) There exists in the City a need to finance the costs of acquiring, upfitting and installing various public safety radio and communications equipment (the “Equipment”).

(b) After due consideration, the City has determined to enter into an installment financing agreement (the “Agreement”) in an aggregate principal amount not to exceed \$2,560,000 to

provide funds, together with any other available funds, to (i) pay the costs of the Equipment and (ii) pay certain financing costs in connection therewith.

(c) The City will enter into the Agreement with a financial institution to be selected by the City pursuant to a request for proposals (the “Lender”), pursuant to which the Lender will advance to the City amounts sufficient, together with any other available funds, to pay the costs of the Equipment, together with associated financing costs, and the City will repay the advancement in installments, with interest (the “Installment Payments”).

(d) In order to secure its obligations under the Agreement, the City will execute and deliver a security agreement (the “Security Agreement”) granting a security interest in all or a portion of the Equipment.

(e) It is in the best interests of the City to enter into the Agreement and the Security Agreement in that such transaction will result in providing financing for the Equipment in an efficient and cost-effective manner.

(f) Entering into the Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the City does not have the constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the City has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the Equipment without an election; (ii) the nature of the Equipment does not allow for the issuance of revenue bonds to finance the costs of the Equipment; (iii) the costs of the Equipment exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to commence acquisition, construction and installation of the Equipment as soon as practicable and the time required for

holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of acquisition, construction and installation of the Equipment by several months; and (v) there can be no assurances that the Equipment would be approved by the voters and the necessity of such Equipment dictates that the Equipment be financed by a method that assures that such Equipment will be acquired, constructed and installed in an expedient manner.

(g) It has been determined by the City Council that the financing of the Equipment through the Agreement is reasonably comparable to the costs of issuing general obligation bonds or notes or other available methods of financing and is acceptable to the City Council.

(h) Counsel to the City will render an opinion to the effect that the proposed Agreement is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(i) The debt management policies of the City have been carried out in strict compliance with law, and the City is not in default under any obligation for repayment of borrowed money.

(j) No tax rate increase is expected to be necessary to pay the Installment Payments under the Agreement.

Section 2. The City Council hereby authorizes, ratifies and approves the filing of an application with the Local Government Commission for approval of the Agreement and requests the Local Government Commission to approve the Agreement and the proposed financing in connection therewith.

Section 3. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN

FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF VARIOUS PUBLIC SAFETY RADIO AND COMMUNICATIONS EQUIPMENT FOR THE CITY OF GREENVILLE, NORTH CAROLINA PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT” was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on March 6, 2023, as it relates in any way to adoption of the foregoing resolution relating to an installment financing agreement by said City and that said proceedings are recorded in the minutes of said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said City this 6th day of March, 2023.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed in PWD Contract #1

Explanation: The City advertised for professional services for a Mowing/Landscape Maintenance Contract for PWD Contract #1 on November 18, 2022. The solicitation included a Mowing/Landscape Maintenance Contract for the locations listed below (PWD Contract #1):

- Charles Blvd./NC 43 from 10th Street to Fire Tower Rd
- Signature Dr. from NC 43 to Dead end
- Arlington Blvd. from Memorial Dr. to W. 5th St.
- Fire Tower Road from NC 11 to Corey Road
- Roundabout on Portertown Rd. from Trotter's Ridge Rd. around to Fire Tower Rd.
- McGregor Downs Rd. from W. 5th St. to B's BBQ Rd.
- Allen Rd. from Stantonsburg Rd. to Dickinson Ave.
- Stantonsburg Rd. from Moye Blvd. to 264 Bypass including interchange
- Regency Blvd. from S. Memorial Dr. to Evans St.
- Memorial Dr. from Greenville Blvd. to Tice Rd/Whitley Dr.

The scope of work will include litter removal, finish mowing, edging, weed trimming, and clipping/debris removal during each cycle. Mowing cycles (which include both litter removal and then mowing) are based on bi-weekly schedules with mowing beginning on April 1st and lasting through November 1st. Litter removal only cycles will typically occur between November 1st and April 1st.





The contract will begin upon issuance of a Notice to Proceed and last through December 31, 2023. The contract may be extended by the City for two (2) additional one (1) year terms, for a maximum term of three (3) years.

On December 29, 2022, staff received three (3) proposals in response to the invitation to bid. Precision Lawn Care and Landscaping, Inc. was the lowest responsible, responsive bidder.

Fiscal Note: The City will enter into a contract with Precision Lawn Care and Landscaping, Inc. for \$91,000 annually and \$281,271.90 for a three (3) year period beginning FY 2024 and ending FY 2027. Funding for this contract is provided through the Public Works operational budget.

Recommendation: City Council award a landscape maintenance contract to Precision Lawn Care and Landscaping, Inc. for \$281,271.90 (3-year amount).

ATTACHMENTS

-  [2023 Bid Tab Contract #1.pdf](#)
-  [Signed Mowing Contract #1 \(Precision\).pdf](#)
-  [ITB 222313 Mowing Landscap.pdf](#)
-  [Mowing Contract #1 maps \(Final\).pdf](#)

**City of Greenville Public Works Department
Bid Tab**

Contractor Name	Contractor Reference Sheet	Contractor Data Sheet	E-Verify Form	Addenda Acknowledged	Total Bid Price
Creative Cuts Lawn Care	Included	Included	Included/Complete	Yes	NO BID
Precision Lawn Care and Landscaping, Inc.	Included	Included	Included/Complete	Yes	\$91,000/year
WAC Corporation of Greenville	Included	Included	Included/Complete	Yes	\$120,000/year
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Bid Certified by : M. Turner
Building Facilities Coordinator

Signature: *Michael Turner*

Date: 02/06/2023



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

City Wide Right-of-Ways Mowing Contract #1

THIS Agreement made and entered into as of the ____ day of _____ 20__ by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and Precision Lawn Care and Landscaping, Inc., a corporation, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the “Contractor” whose primary offices are located at 5118 Country Ln Grifton, NC 28530.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of certain professional services; and

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Consultant/Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant/Contractor shall provide mowing services for City Wide Right-of-Ways Mowing Contract #1, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid # 22-23-13 and amendments, if any, said work being hereinafter referred to as the “Work”. The ITB 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/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant/Contractor will perform mowing the designated right-of-ways in mowing contract #1 with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. 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/Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s ITB attached hereto as Exhibit A; and
4. Consultant/Contractor’s Proposal attached hereto as Exhibit B.

I.D. SUBCONTRACTS

The Consultant/Contractor and/or sub-consultant will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

- I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant's engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE CITY

II.A. DATA AND SERVICES

- II.A.1. The City's project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the Building and Grounds Superintendent or their designee. If assistance or further information is needed, the Contractor/Consultant shall contact the Building and Grounds Superintendent or their designee at (252) 329-4522 or the Public Works Complex, 1500 Beatty Street, Greenville, NC. All directions and communications from the City to the Contractor/Consultant shall be through the Building and Grounds Superintendent or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks, which may include, but is not limited to the following:
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City's data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor's custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than seven (7) days following written a "Notice to Proceed" to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire ***December 31, 2023***.

This Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years, starting on January 1st and ending on December 31st of the same year.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

Performance of Work by City. If Contractor/Consultant fails to perform the Work in accordance with the schedule required by this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give Contractor/Consultant notice of its intention. Contractor/Consultant shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE 1 – Mowing Contract #1 City Wide Rights-of-Ways, a monthly pay at the rate of:

\$4,750 per mowing cycle (April 1 – November 1); and
\$1,500 per litter pick-up cycle (November 1 – March 31)

Payment shall be based upon the areas completed by the Consultant/Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request **MUST** be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

IV.B. PAYMENT

Upon receipt of invoices and appropriate supporting documentation by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City. The City does not agree to the payment of late charges or finance charges assessed by the Consultant/Contractor for any reason. Invoices are payable in U.S. funds.

The Consultant/Contractor shall pay subcontractors for work performed within seven (7) days after Consultant/Contractor receives payment from the City for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the City to withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: *Building Facilities Coordinator, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to mturner@greenvillenc.gov.

It shall be the responsibility of the Consultant/Contractor and all sub-consultants to keep records of all payments requested and the dates received. The City may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

The City may terminate this Agreement at any time upon any of the following grounds:

V.A.1. **DEFAULT.** The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.

V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the

extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.

V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **CONSULTANT/CONTRACTOR'S RESPONSIBILITY**

V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.

- V.B.3. Consultant/Contractor 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/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. **INDEMNIFICATION, INSURANCE AND WARRANTIES**

V.C.1. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor 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.

V.C.2. **INSURANCE:**

The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
 Bodily Injury by Disease \$1,000,000 policy limit.
 Bodily Injury by Disease \$1,000,000 each employee.

b. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

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

c. Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. 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.
- iii. 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.

V.C.3 WARRANTIES (APPLICABLE TO CONTRACTS FOR SALE OF GOODS)

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

- (i) actual or alleged infringement of any such patent, trademark, or other rights; or
- (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this Agreement.

Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may, at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must:

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor 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.

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the STATE and other agencies on adjacent projects, as necessary.

V.F. **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:

<p>City: City of Greenville P.O. Box 7207 Greenville, NC 27835 Attn: Building and Grounds Superintendent</p>	<p>Consultant/Contractor: Precision Lawn Care and Landscaping, Inc. 5118 Country Ln Grifton, NC 28530 Attn: David Rogerson</p>
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V.G. **ADDITIONAL PROVISIONS**

V.G.1. **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/Contractor 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.

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor 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.

Consultant/Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The Consultant/Contractor 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/Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

The Consultant/Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant/Contractor utilizes a Subcontractor, the Consultant/Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant/Contractor represents that the Consultant/Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Consultant/Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Consultant/Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Consultant/Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The Consultant/Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

V.G.8. **AMENDMENTS AND WAIVER**

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.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The Consultant/Contractor is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

V.G.10. **CHOICE OF LAW AND VENUE**

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. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.G.11. **AUTHORITY TO CONTRACT**

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/Contractor,

the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant/Contractor as the act of the said Consultant/Contractor.

V.G.12. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

V.G.13. **CONFLICT OF INTERESTS**

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

V.G.14. **NON-APPROPRIATION OF FUNDS**

Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15 **RECORD RETENTION**

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16 **CONFIDENTIALITY**

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the

public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.G.18 **COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.19 **THIRD PARTY RIGHTS**

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

V.G.20 **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.**

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. **ENTIRE AGREEMENT**

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this Agreement or define or limit any of the terms or provisions hereof.

V.G.23 **DISCHARGE OF MECHANICS AND MATERIALMEN’S LIEN**

If applicable, the Consultant/Contractor’s shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Consultant/Contractor’s shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor’s shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

V.G.25 **E-SIGNATURE AUTHORITY**

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking “sign”, such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26 **CITY MANAGER’S AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contractor the Consultant/Contractor’s services under this Agreement, that power may be exercised by the City Manager or their designee.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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 010-01-55-61-000-000-528385

PROJECT CODE (IF APPLICABLE) N/A

[Vendor Signature Page Follows]

SIGNATURE OF VENDOR

Precision Lawn Care & Landscaping Inc

FULL NAME OF VENDOR

(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

VENDOR:

BY: David A. Payer
SIGNATURE

President
TITLE

2-1-23
DATE

INVITATION TO BID
BID # 22-23-13

CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDING AND GROUNDS DIVISION
MOWING CONTRACTS # 1, 2, 7 and 14
CITY OF GREENVILLE, NORTH CAROLINA



Pre-Bid Meeting: **Monday, November 28, 2022 at 1:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: **Thursday, December 29, 2022 at 2:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:
Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:
Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDING AND
GROUNDS DIVISION MOWING CONTRACTS"**

The City of Greenville, NC is requesting bids for "Public Works Department Building and Grounds Division Mowing Contracts" as listed below. The scope of work will include litter removal, finish mowing, weed trimming, and clipping/debris removal on each contract area (Contracts 1, 2, 7 and 14) per scope of work and specifications.

Contract # 1- Every Two Week Cycle

Charles Blvd/NC 43 from 10th Street to Firetower Road

Signature Drive from NC 43 to Deadend

Arlington Blvd from Memorial Drive to W. 5th Street

Firetower Road from Highway 11 to Corey Road

Roundabout on Portertown Rd from Trotter's Ridge Rd around to Firetower Rd

McGregor Downs Road from W. 5th Street to B's BBQ Road

Allen Road from Stantonsburg Rd. to Dickinson Ave.

Stantonsburg Rd. from Moye Blvd. to 264 Bypass including interchange

Regency Blvd. from S. Memorial Dr. to Evans St.

Memorial Dr from Greenville Blvd to Tice Rd/Whitley Dr

Contract # 2- Weekly Cycle

***Hooker Road/Moye Boulevard from Greenville Boulevard to Stantonsburg Road**

***Dickinson Railroad Overpass from Home Builders to Moye Boulevard**

4th St. and Eastern St. Intersection Triangle

Peace Garden at Reade Circle and Evans Street

University Edge Parking lot at Bonners and Clark Street

Museum of Art

Reade Circle and Reade St. from Dickinson Ave. to 1st Street

1st Street from Town Commons to Avery Street

Cotanche Street from 1st to 4th Street

Madison Circle cul-de-sac

Beaumont Circle cul-de-sac

Morningside Circle cul-de-sac

Middleton Place cul-de-sac

Austin Place cul-de-sac

W. 5th St. and Pitt St. intersection rights-of-way

Elm Street from 10th St. to Fern Drive

***Arlington Blvd. from Greenville Blvd. to Memorial Dr.**

***W. 5th St. from Pitt Street to B's BBQ Rd.**

***E. 5th St. and 10th St. Intersection**

***Denotes areas with litter pick up weekly during non-mowing cycles**

Contract # 7- Weekly Cycle

Intergenerational Center (W. Fifth Street and Ward Streets)
W. Fifth Street Police Substation (1024 W. Fifth Street)
City of Greenville P. S. Annex (Northland Dr.)
Various other city owned properties (see Exhibit "C")

Contract # 14- Every Two Week Cycle

Hwy 33 from Greenville Blvd to Portertown Rd
Greenville Blvd/264 from 10th St. to Whichard Rd
Dickinson Ave and S. Memorial Dr intersection
N. Greene Street from Tar River to Airport/Mumford Rd
Memorial Dr from W. 5th St to Highway 903

Sealed proposals will be received by the City of Greenville until **Thursday, December 29, 2022 at 2:00 pm** at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27834 with the **Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Mowing Contract # 1, 2, 7 and 14 Bid** written on the outside of the sealed envelope. Bids will not be opened and read aloud at this time.

A Pre-bid Conference will be held at the Public Works Department Conference Room located at 1500 Beatty Street on **Monday, November 28, 2022 at 1:00 pm.** The City of Greenville reserves the right to reject any or all bids, waive any informality, and award contracts that appear to be in the City's best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement, until the date and time the bids are due, the specifications of the proposed work and/or a complete description of the apparatus, supplies, materials, or equipment are and will continue to be on file in the office of the City of Greenville Financial Services Manager, 201 W. Fifth Street, Greenville, NC, or at the Public Works Department located at 1500 Beatty Street, Greenville N.C., during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

Wanda House, Financial Services Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
Building and Grounds Division Contract Mowing
Location: Greenville N.C.**

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to contract award on this contract.**
- 2. It is expressly understood by the contractor offering a proposal after a written notice of award by the City, a written contract or purchase order will be required to be executed, and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. 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.**
- 5. Questions regarding the specifications or mowing areas for City of Greenville Public Works Department Building and Grounds Division Mowing Contracts shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**
- 6. By submitting a proposal for the Contractor to provide City of Greenville Public Works Department right-of-way mowing/facility mowing/maintenance, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 7. Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 8. It is expected that work would begin around April 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract, or the approval/signature process, or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information must be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**

10. All Greenville city-wide right of way, city facility mowing, or landscaping, must be performed Monday – Saturday during daylight hours. Mowing on Sunday is NOT permissible.
11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
12. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from the contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT RIGHT-OF-WAY
MOWING BUILDING AND GROUNDS CONTRACTS # 1, 2, 7 and 14**

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal, finish mowing, edging, weed trimming, and clipping/debris removal for each contract awarded to the contractor.**
- 1.2 The total bid amount per mowing cycle and per litter/debris pickup cycle and annual total for both mowing and litter/debris pickup shall be included on the Request for Bid sheet for Contracts 1, 2 and 14. Contract # 7 bid to include on the Request for Bid Sheet is per mowing cycle bid only. Each of these contracts will be awarded separately.**
- 1.3 Mowing and debris cleanup and/or litter removal will include medians and on either side of traffic lane to fencing, woods line, City/State Rights-of-way line, and railroad rights-of-way, depending on need of the location indicated on the mowing/litter pickup location maps. (Maps will be provided at Mandatory Pre-Bid Meeting)**

2.0 GENERAL:

- 2.1 Areas of work are to be mowed on the frequency specified and started and completed within the same work week period (Monday-Saturday). Mowing frequency or litter cleanup frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.2 All mowing or litter cleanup shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in ten (10) days.**

- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

3.0 RIGHT OF WAY AND FACILITIES MOWING:

- 3.1 The contractor is expected to remove scattered debris, litter and limbs PRIOR to mowing, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator with location of illegally dumped material.**
- 3.2 The contractor is responsible for removing from each site, and properly disposing of, all tree limbs of six (6) inch diameter and below. The contractor is not responsible for tree limbs placed by the curb for sanitation collection by residents.**
- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator with location of limbs larger than six (6) inches in diameter.**
- 3.4 All areas will be finish mowed at two and one-half (2.5) inches in height. Areas where large riding mowers are not proper or feasible must be mowed with push mowers or properly sized equipment.**
- 3.5 Herbicide spraying will NOT be allowed in these areas.**
- 3.6 Weed trimming must be performed around all poles, trees, signs, and along the fence areas.**
- 3.7 Edging must be performed on each cycle along sidewalks, medians, and curbs. Edging can be performed with a string trimmer or edger.**
- 3.8 Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to another work site.**
- 3.9 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to another work site. All debris, limbs, or litter in mulch areas must be removed prior to completion of each mowing/maintenance cycle.**
- 3.10 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor**

in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.

- 3.11 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Notify the Michael Turner, Building Facilities Coordinator in the event that a site is too wet to cut.**

4.0 PAYMENT AND BID:

- 4.1 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.**
- 4.2 The contract period this year will be from approximately April 1, 2023 to December 31, 2023. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on January 1st and ending December 31st.**
- 4.3 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. The City will render payment within thirty days of receipt of an approved invoice.**
- 4.4 Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 4.5 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.**
- 4.6 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.**
- 4.7 Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office, Tish Williams, at (252) 329-4462.

4.8 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

- 4.9 The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.**

- 4.10 Contractor must complete a new Vendor Self-Service profile and associated documents as required upon acceptance of mowing contract.**

5.0 WORKERS COMPENSATION AND INSURANCE:

- 5.1 The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.**
- 5.2 The Contractor shall have in place for the life of this contract public liability and damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property**

damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide prior to beginning work, a Certificate of insurance showing the City of Greenville named as an additionally insured on all coverage. Certificate of insurance must be emailed to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov and be maintained on file during the contract period. All insurance must be maintained during the duration of the contract.

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.
- 5.5 The contractor shall furnish the owner with satisfactory proof of insurance required before award of contract. Executed contract documents, insurance certifications, invoices, and other information requested, are to be sent to:

Michael Turner
Building Facilities Coordinator
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834
Email: mturner@greenvillenc.gov

6.0 DAMAGE TO CONTRACTORS PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.

- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
- 6.4 The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 AMENDMENTS, ADDENDUMS, OR QUESTIONS:

7.1 **Addendum:** Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addenda on the bid sheet.

7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.

7.3 Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov.

7.4 **Schedule for questions and addenda:**

Last date to submit a question: **Thursday, December 15, 2022 by 5 p.m.**
Questions will be answered via addenda posted on the City's website answered by: **Thursday, December 22, 2022 by 5 p.m.**

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/government/financial-services/purchasing on the City of Greenville's webpage.

9.0 E-VERIFY COMPLIANCE:

9.1 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.

- 9.2 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.

10.0 IRAN DIVESTMENT ACT:

- 10.1 Vendor 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 vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

11.0 NON-DISCRIMINATION:

- 11.1 The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

12.0 NON-COLLUSION:

- 12.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

13.0 FEDERAL LAW:

13.1 Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

14.0 WITHDRAWAL OF PROPOSALS:

14.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

15.0 REFERENCE INFORMATION:

15.1 All bidders must provide a list of three (3) client references of similar right of way, facility, or traffic related mowing projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the bid sheet.

16.0 CONTRACTOR INFORMATION:

16.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.



Contractor Reference Information

1. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

2. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

3. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

****Include with bid package****



Contractor Data Form

Company Name: _____

Address: _____

Phone Number: _____ Mobile Phone Number: _____

Company Owner: _____ Company Owner Phone Number: _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

**Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

****Include with bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications. **Contract 1, 2, 7 and 14 will be awarded separately. If you do not choose to bid on Contract 1, 2, 7 or 14 please enter "NO BID" in the total bid or per cycle line item in that contracts bid section.**

Contract # 1 Bid

<u>Description</u>	<u>Bid</u>
Contract # 1 Mowing per cycle (Approximately April 1- November 1)	_____
Contract # 1 Litter pick up per cycle (Approximately November 1- April 1)	_____
Contract # 1 Total Annual Bid (See contract formula below)	_____

Note: Contract # 1 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 16 cycles) + (Litter pickup Per Cycle X 10 cycles) = Total Annual Bid

****Include with bid package****



REQUEST FOR BIDS

Contract # 2 Bid

Description

Bid

Contract # 2 Mowing per cycle
(Approximately April 1- November 1)

Contract # 2 Litter pick up per cycle
(Approximately November 1- April 1)

Contract # 2 Total Annual Bid
(See calculation formula below)

Note 1: Contract # 2 will be considered for award based on Total Annual Bid.

Note 2: Only Locations designated with a (*) on Page 2 under Contract # 2 will receive litter pickup during winter months or weeks you are not mowing.

Total Annual Bid Calculation:

(Mowing per Cycle X 32 cycles) + (Litter pickup Per Cycle X 20 cycles) = Total Annual Bid

****Include in bid package****



REQUEST FOR BIDS

Contract # 7 Bid

Description

Bid

Contract # 7 Mowing per cycle
(Approximately April 1- November 1)

Contract # 7 Total Annual Bid
(See calculation formula below)

Note 1: Contract # 7 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 32 cycles) = Total Annual Bid

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include with bid package****



REQUEST FOR BIDS

Contract # 14 Bid

Description

Bid

**Contract # 14 Mowing per cycle
(Approximately April 1- November 1)**

**Contract # 14 Litter pick up per cycle
(Approximately November 1- April 1)**

**Contract # 14 Total Annual Bid
(See contract formula below)**

Note: Contract # 14 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 16 cycles) + (Litter pickup Per Cycle X 10 cycles) = Total Annual Bid

Addendum Acknowledgement for Contract 1, 2, 7 or 14:

Please record each Addendum Number Received: _____

****Include with bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville

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

Day of _____, 20__.

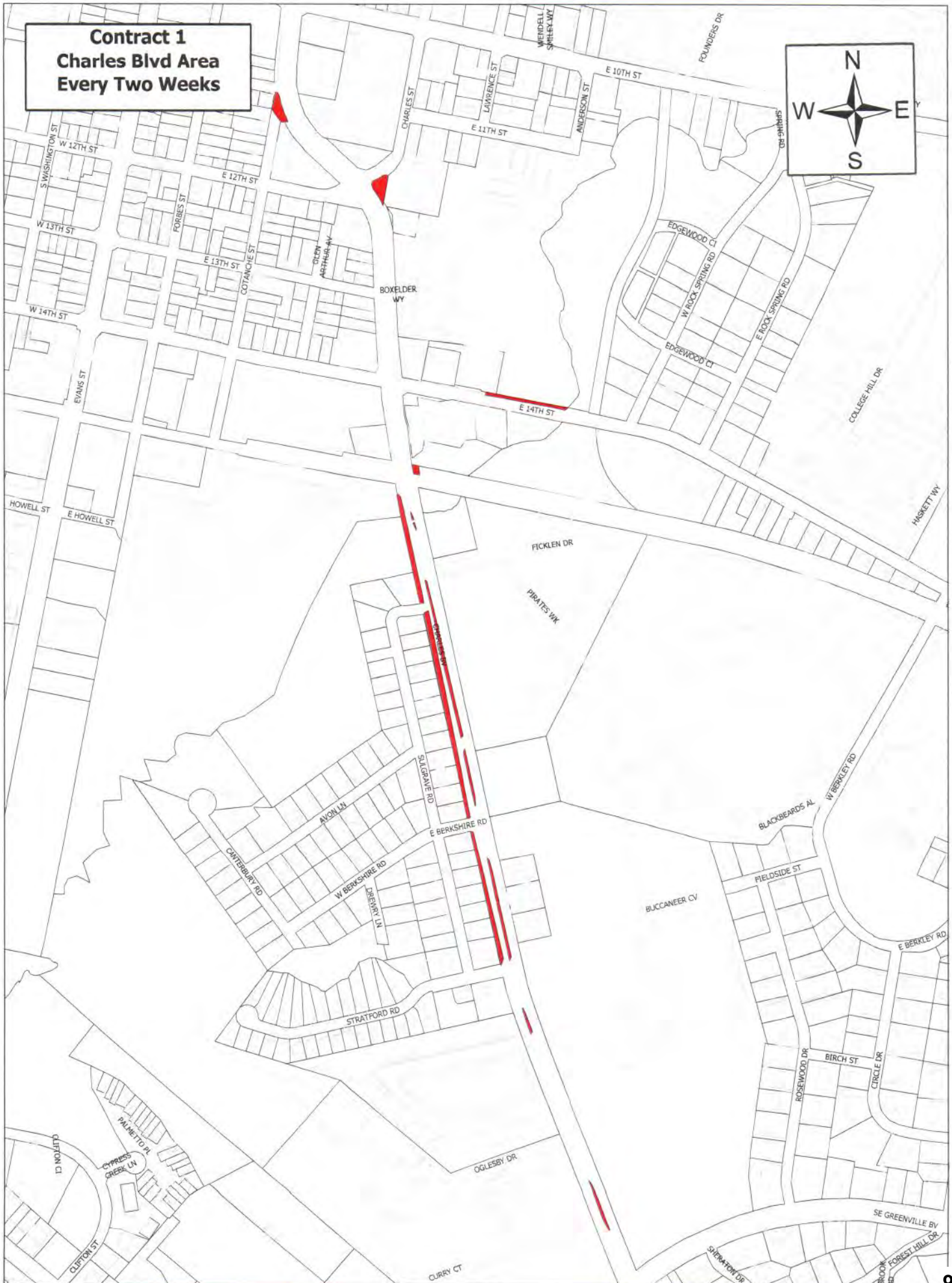
My Commission Expires:

Notary Public

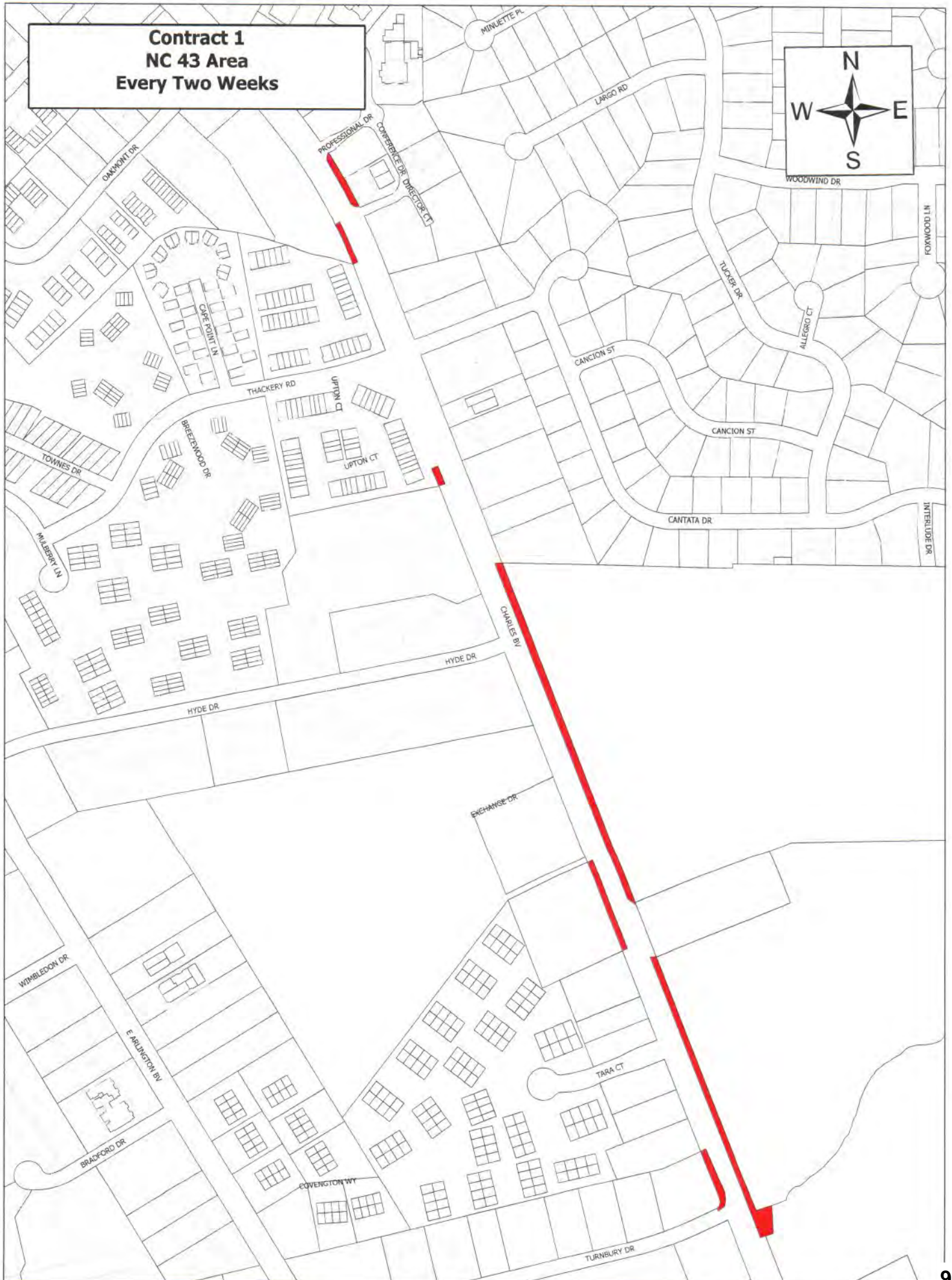
(Affix Official/Notarial Seal)

****Include with bid package****

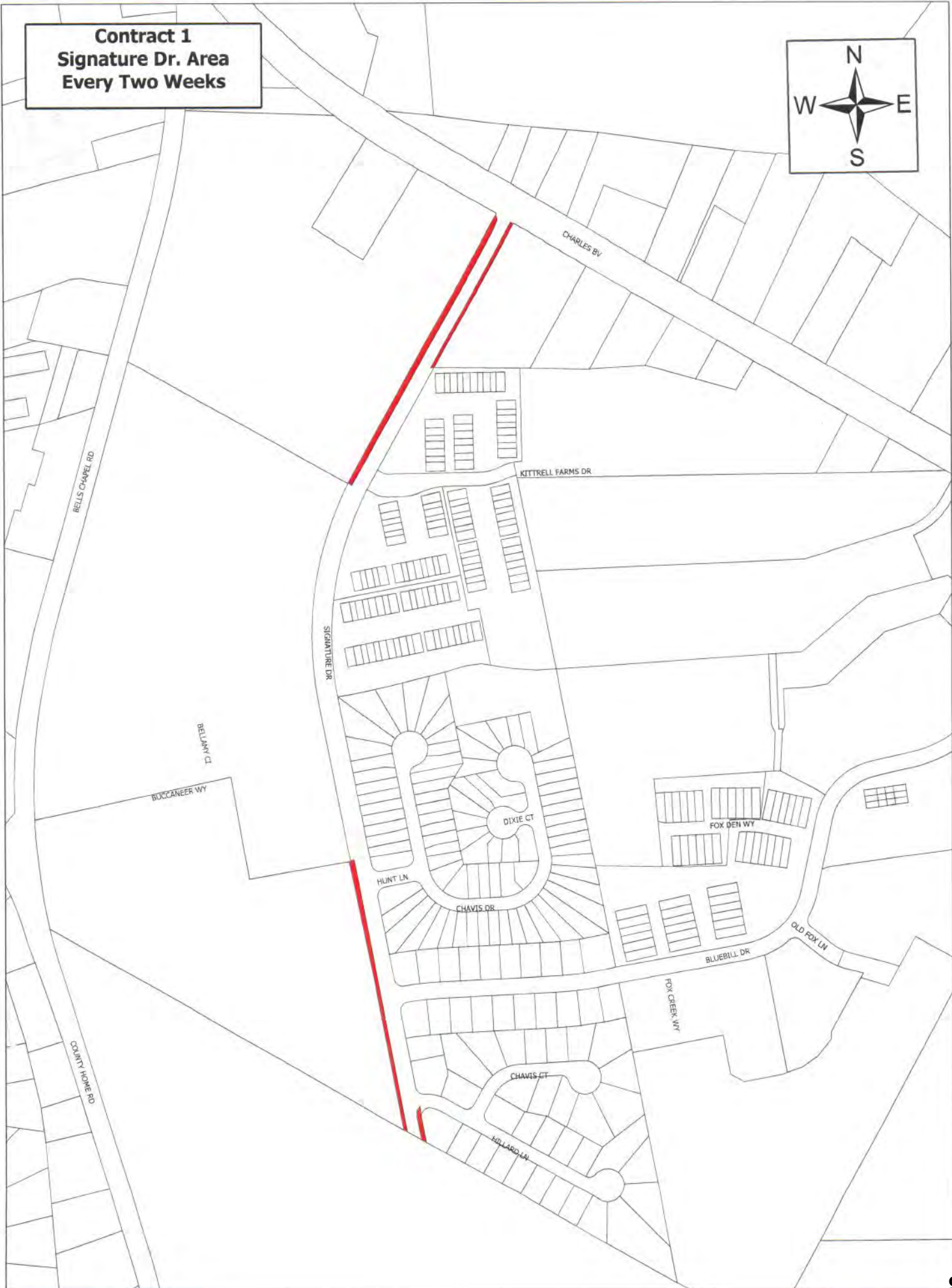
**Contract 1
Charles Blvd Area
Every Two Weeks**



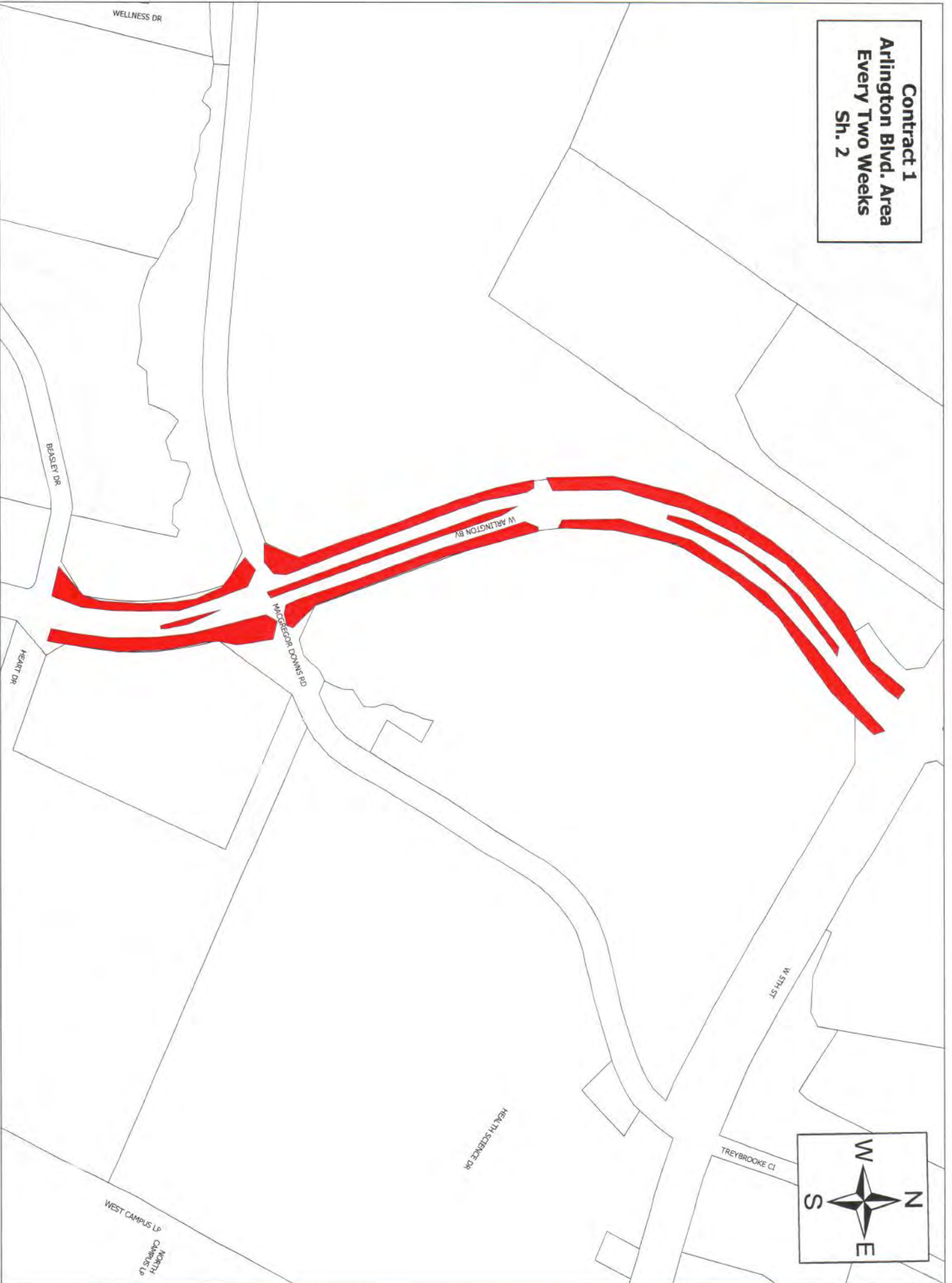
**Contract 1
NC 43 Area
Every Two Weeks**



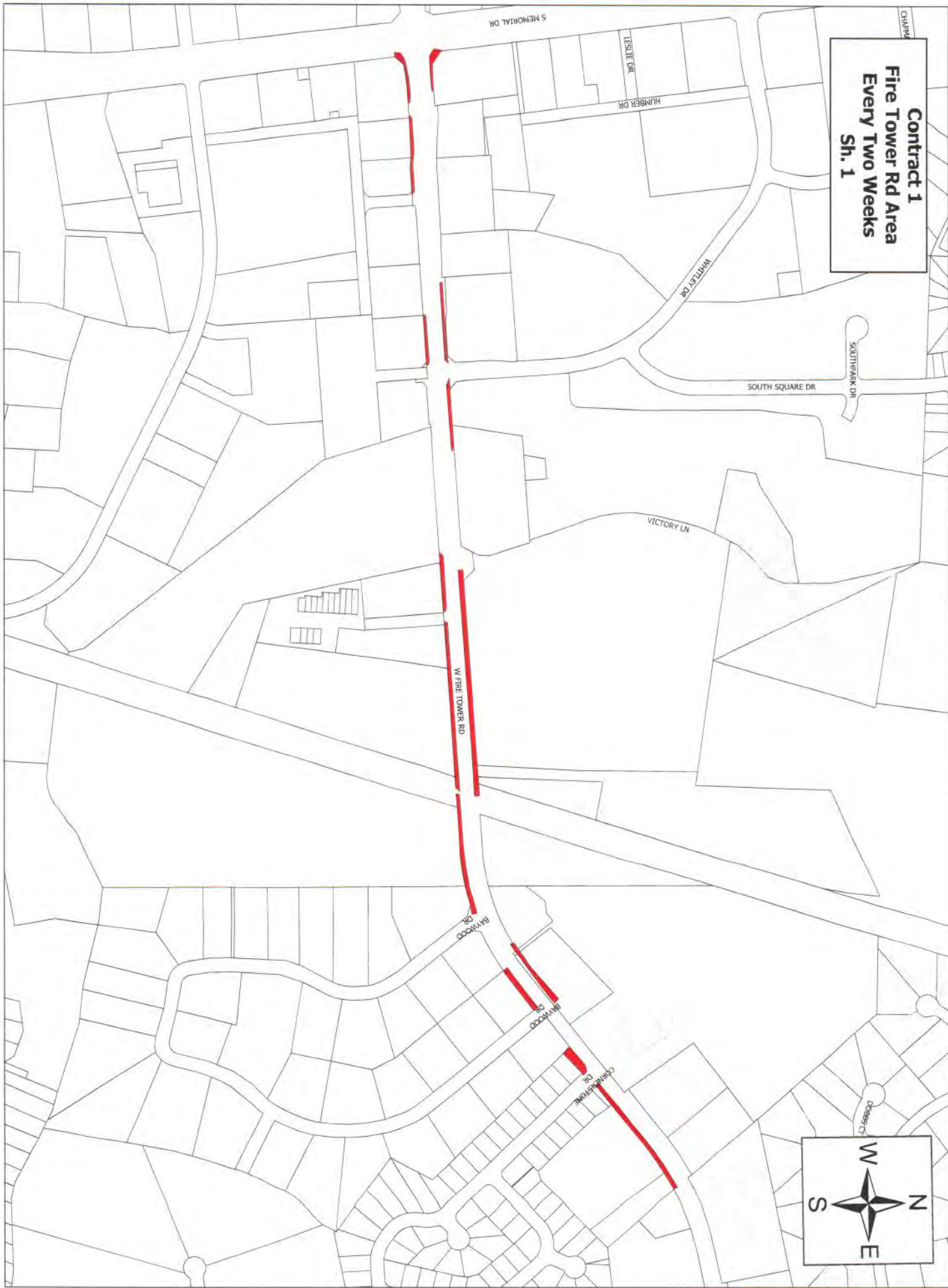
**Contract 1
Signature Dr. Area
Every Two Weeks**



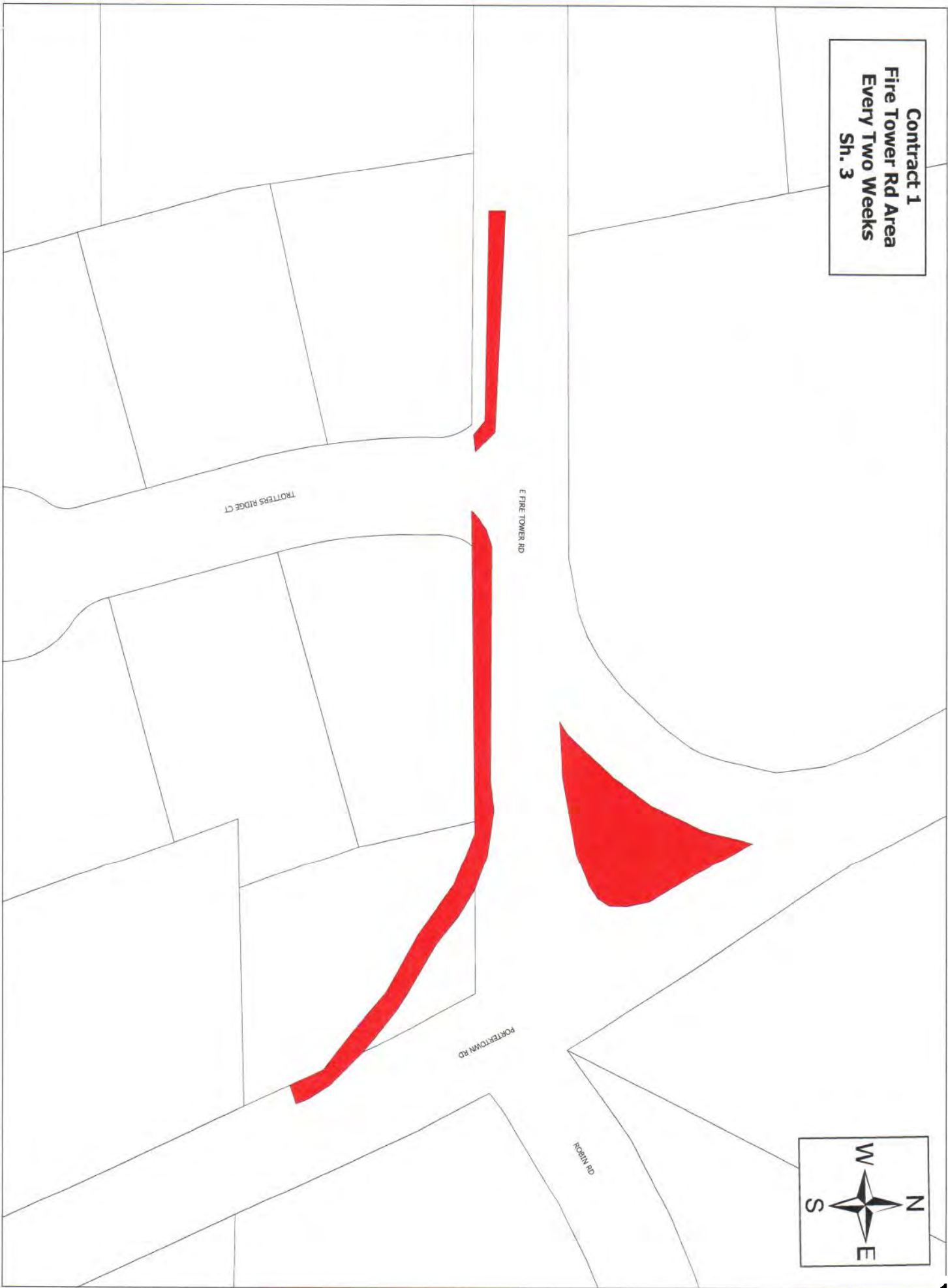
Contract 1
Arlington Blvd. Area
Every Two Weeks
Sh. 2



Contract 1
Fire Tower Rd Area
Every Two Weeks
Sh. 1



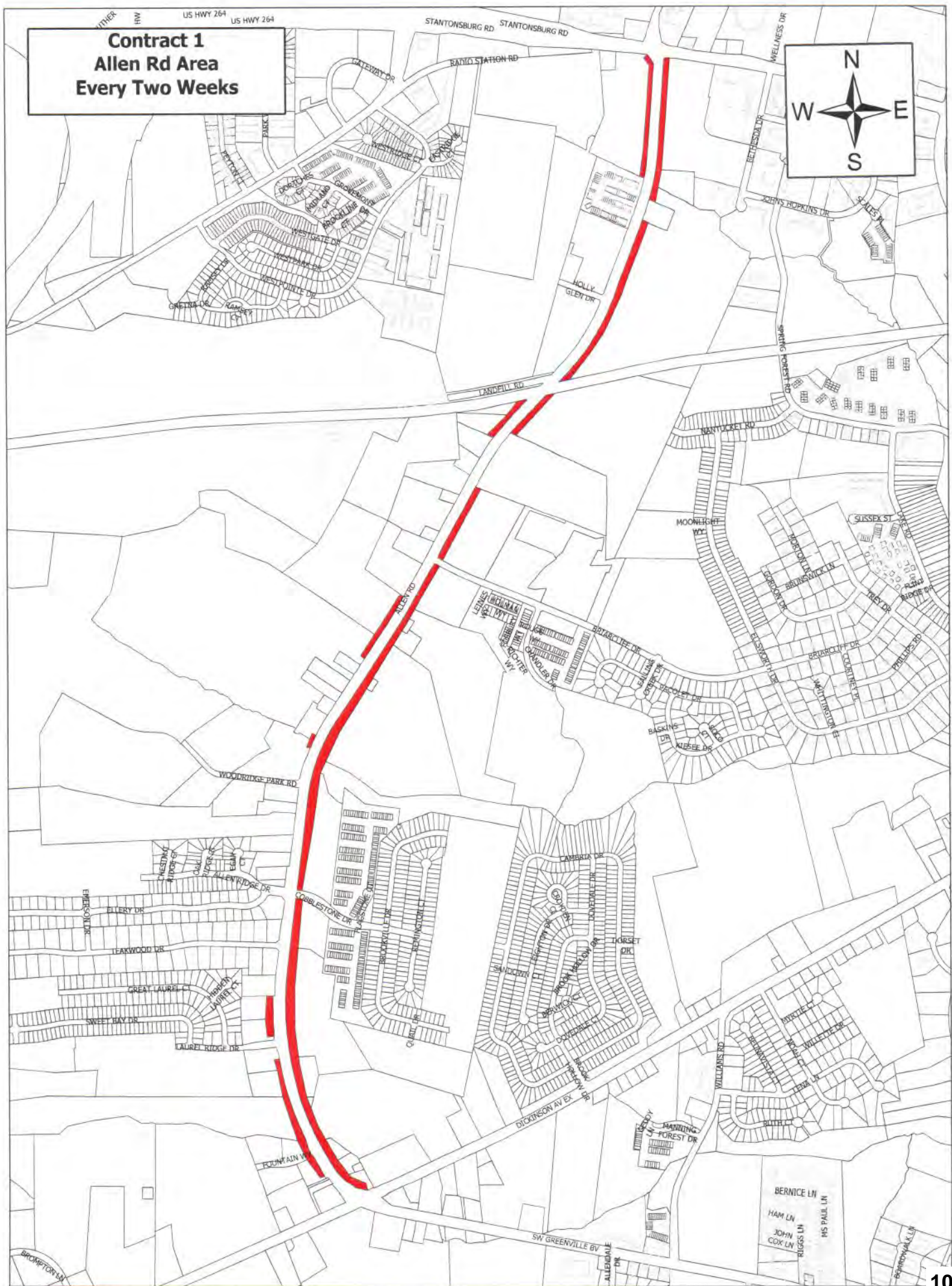
Contract 1
Fire Tower Rd Area
Every Two Weeks
Sh. 3



**Contract 1
Greenville Welcome Sign &
Stantonsburg Rd
Every Two Weeks**



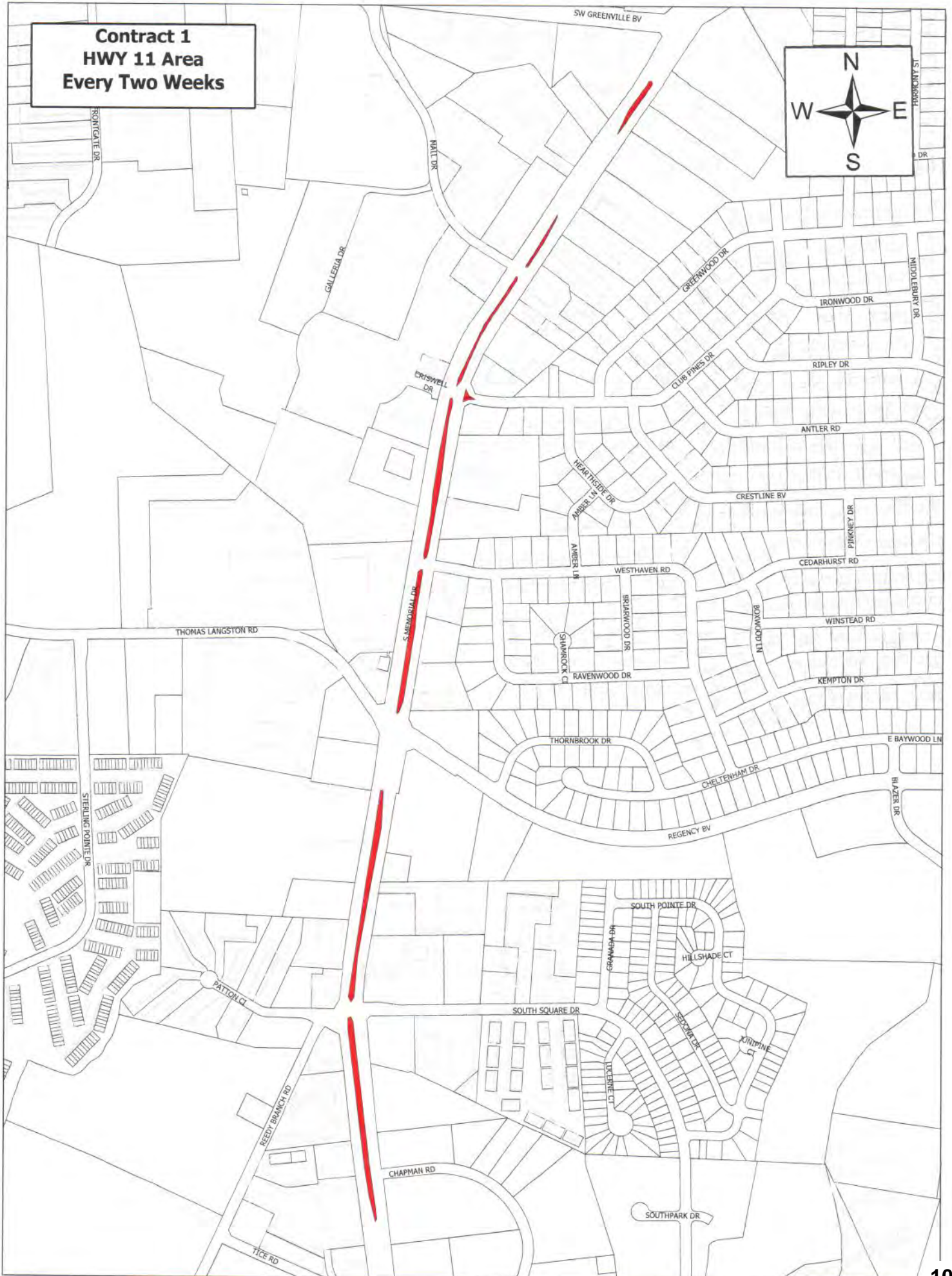
**Contract 1
Allen Rd Area
Every Two Weeks**



Contract 1
Regency Blvd.
Every Two Weeks



**Contract 1
HWY 11 Area
Every Two Weeks**





City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed in PWD Contract #2

Explanation: The City advertised for professional services for a Mowing/Landscape Maintenance Contract for PWD Contract #2 on November 18, 2022. The solicitation included a Mowing/Landscape Maintenance Contract for the locations listed below (PWD Contract #2):

- *Hooker Rd/Moye Blvd. from Greenville Blvd. to Stantonsburg Rd.
- *Dickinson Railroad Overpass from Home Builders to Moye Blvd.
- 4th St. and Eastern St. intersection Triangle
- Peace Garden at Reade Cir. & Evans St.
- University Edge Parking lot at Bonners & Clark St.
- Museum of Art
- Reade Cir. & Reade St. from Dickinson Ave. to 1st St.
- 1st St. from Town Commons to Avery St.
- Cotanche St. from 1st to 4th St
- Madison Cir. cul-de-sac
- Beaumont Cir. cul-de-sac
- Morningside Cir. cul-de-sac
- Middleton Pl. cul-de-sac
- Austin Pl. cul-de-sac
- W. 5th St. from 10th St. to Fern Dr.
- *Arlington Blvd. from Greenville Blvd. to Memorial Dr.
- *W. 5th St. from Pitt St. to B's BBQ Rd.
- *E. 5th St. & 10th St. Intersection

*Denotes areas with a litter pick-up weekly during non-mowing cycles

The scope of work will include litter removal, finish mowing, edging, weed trimming, and clipping/debris removal during each cycle. Mowing cycles (which include both litter removal and then mowing) are based on weekly schedules with mowing beginning on April 1st and lasting through November 1st. Litter removal-only cycles will typically begin on November 1st and continue through April 1st.

The contract will begin upon issuance of a Notice to Proceed and last through December 31, 2023. The contract may be extended by the City for two (2) additional one (1) year terms, for a maximum term of three (3) years.

On December 29, 2022, staff received three (3) proposals in response to the invitation to bid. WAC Corporation of Greenville was the lowest responsible, responsive bidder.

Fiscal Note:

The City will enter into a contract with WAC Corporation of Greenville in the amount of \$90,000 annually and \$278,181 for a three (3) year period beginning FY 2024 and ending FY 2027. Funding for this contract is provided through the Public Works operational budget.

Recommendation:

City Council award a landscape maintenance contract to WAC Corporation of Greenville for \$278,181 (3-year amount). The annual amount is expected to be \$90,000.

ATTACHMENTS

- 📄 [2023 Bid Tab Contract #2.pdf](#)
- 📄 [Signed Mowing Contract #2 \(WAC\).pdf](#)
- 📄 [ITB 222313 Mowing Landscap.pdf](#)
- 📄 [Mowing Contract #2 maps \(Final\).pdf](#)

**City of Greenville Public Works Department
Bid Tab**

Contractor Name	Contractor Reference Sheet	Contractor Data Sheet	E-Verify Form	Addenda Acknowledged	Total Bid Price
Creative Cuts Lawn Care	Included	Included	Included/Complete	Yes	NO BID
Precision Lawn Care and Landscaping, Inc.	Included	Included	Included/Complete	Yes	NO BID
WAC Corporation of Greenville	Included	Included	Included/Complete	Yes	\$90,000/year
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Bid Certified by : M. Turner
Building Facilities Coordinator

Signature: *Michael Turner*

Date: 02/06/2023



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

City Wide Right-of-Ways Mowing Contract #2

THIS Agreement made and entered into as of the _____ day of _____ 20__ by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and WAC Corporation of Greenville, a corporation, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the “Contractor” whose primary offices are located at PO Box 2312 Greenville, NC 27836.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of certain professional services; and

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Consultant/Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant/Contractor shall provide mowing services for City Wide Right-of-Ways Mowing Contract #2, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid # 22-23-13 and amendments, if any, said work being hereinafter referred to as the “Work”. The ITB 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/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant/Contractor will perform mowing the designated right-of-ways in mowing contract #2 with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. 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/Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s ITB attached hereto as Exhibit A; and
4. Consultant/Contractor’s Proposal attached hereto as Exhibit B.

I.D. SUBCONTRACTS

The Consultant/Contractor and/or sub-consultant will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

- I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant's engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE CITY

II.A. DATA AND SERVICES

- II.A.1. The City's project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the Building and Grounds Superintendent or their designee. If assistance or further information is needed, the Contractor/Consultant shall contact the Building and Grounds Superintendent or their designee at (252) 329-4522 or the Public Works Complex, 1500 Beatty Street, Greenville, NC. All directions and communications from the City to the Contractor/Consultant shall be through the Building and Grounds Superintendent or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks, which may include, but is not limited to the following:
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City's data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor's custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than seven (7) days following written a "Notice to Proceed" to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire *December 31, 2023*.

This Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years, starting on January 1st and ending on December 31st of the same year.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

Performance of Work by City. If Contractor/Consultant fails to perform the Work in accordance with the schedule required by this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give Contractor/Consultant notice of its intention. Contractor/Consultant shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – Mowing Contract #2 City Wide Rights-of-Ways, a monthly pay at the rate of:

\$2,500 per mowing cycle (April 1 - November 1); and
\$500 per litter pick-up cycle (November 1 – March 31)

Payment shall be based upon the areas completed by the Consultant/Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request **MUST** be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

IV.B. PAYMENT

Upon receipt of invoices and appropriate supporting documentation by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City. The City does not agree to the payment of late charges or finance charges assessed by the Consultant/Contractor for any reason. Invoices are payable in U.S. funds.

The Consultant/Contractor shall pay subcontractors for work performed within seven (7) days after Consultant/Contractor receives payment from the City for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the City to withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: *Building Facilities Coordinator, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to mturner@greenvillenc.gov

It shall be the responsibility of the Consultant/Contractor and all sub-consultants to keep records of all payments requested and the dates received. The STATE may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

The City may terminate this Agreement at any time upon any of the following grounds:

V.A.1. **DEFAULT.** The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.

V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the

extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.

V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **CONSULTANT/CONTRACTOR'S RESPONSIBILITY**

V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.

- V.B.3. Consultant/Contractor 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/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. **INDEMNIFICATION, INSURANCE AND WARRANTIES**

V.C.1. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor 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.

V.C.2. **INSURANCE:**

The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

- Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
- Bodily Injury by Disease \$1,000,000 policy limit.
- Bodily Injury by Disease \$1,000,000 each employee.

b. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

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

c. Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. 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.
- iii. 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.

V.C.3 WARRANTIES (APPLICABLE TO CONTRACTS FOR SALE OF GOODS)

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

- (i) actual or alleged infringement of any such patent, trademark, or other rights; or
- (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this Agreement.

Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may, at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must:

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. CORRECTION OF WORK

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor 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.

V.E. RELATIONSHIP WITH OTHERS

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the STATE and other agencies on adjacent projects, as necessary.

V.F. 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 P.O. Box 7207 Greenville, NC 27835 Attn: Building and Grounds Superintendent	Consultant/Contractor: WAC Corporation of Greenville PO Box 2312 Greenville, NC 27836 Attn: Corey Handley
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V.G. ADDITIONAL PROVISIONS

V.G.1. 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/Contractor 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.

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor 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.

Consultant/Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The Consultant/Contractor 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/Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

The Consultant/Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant/Contractor utilizes a Subcontractor, the Consultant/Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant/Contractor represents that the Consultant/Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Consultant/Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Consultant/Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Consultant/Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The Consultant/Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

V.G.8. **AMENDMENTS AND WAIVER**

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.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The Consultant/Contractor is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

V.G.10. **CHOICE OF LAW AND VENUE**

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. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.G.11. **AUTHORITY TO CONTRACT**

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/Contractor,

the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant/Contractor as the act of the said Consultant/Contractor.

V.G.12. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

V.G.13. **CONFLICT OF INTERESTS**

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

V.G.14. NON-APPROPRIATION OF FUNDS

Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15. RECORD RETENTION

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16. CONFIDENTIALITY

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the

public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.G.18 **COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.19 **THIRD PARTY RIGHTS**

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

V.G.20 **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.**

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. **ENTIRE AGREEMENT**

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this Agreement or define or limit any of the terms or provisions hereof.

V.G.23 **DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN**

If applicable, the Consultant/Contractor's shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Consultant/Contractor's shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor's shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

V.G.25 **E-SIGNATURE AUTHORITY**

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26 **CITY MANAGERS AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

[Signature Pages Follow]

WAC Corporation of Greenville

Vendor Number: 8326

Munis Contract # _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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 010-01-55-61-000-000528385-

PROJECT CODE (IF APPLICABLE) N/A _____

[Vendor Signature Page Follows]

WAC Corporation of Greenville

Vendor Number: 8326

Munis Contract # _____

SIGNATURE OF VENDOR

WAC Corporation of Greenville

FULL NAME OF VENDOR

(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

VENDOR:

BY:


SIGNATURE

President
TITLE

2-1-23
DATE

INVITATION TO BID
BID # 22-23-13

CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDING AND GROUNDS DIVISION
MOWING CONTRACTS # 1, 2, 7 and 14
CITY OF GREENVILLE, NORTH CAROLINA



Pre-Bid Meeting: **Monday, November 28, 2022 at 1:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: **Thursday, December 29, 2022 at 2:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:
Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:
Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDING AND
GROUNDS DIVISION MOWING CONTRACTS"**

The City of Greenville, NC is requesting bids for "Public Works Department Building and Grounds Division Mowing Contracts" as listed below. The scope of work will include litter removal, finish mowing, weed trimming, and clipping/debris removal on each contract area (Contracts 1, 2, 7 and 14) per scope of work and specifications.

Contract # 1- Every Two Week Cycle

Charles Blvd/NC 43 from 10th Street to Firetower Road

Signature Drive from NC 43 to Deadend

Arlington Blvd from Memorial Drive to W. 5th Street

Firetower Road from Highway 11 to Corey Road

Roundabout on Portertown Rd from Trotter's Ridge Rd around to Firetower Rd

McGregor Downs Road from W. 5th Street to B's BBQ Road

Allen Road from Stantonsburg Rd. to Dickinson Ave.

Stantonsburg Rd. from Moye Blvd. to 264 Bypass including interchange

Regency Blvd. from S. Memorial Dr. to Evans St.

Memorial Dr from Greenville Blvd to Tice Rd/Whitley Dr

Contract # 2- Weekly Cycle

***Hooker Road/Moye Boulevard from Greenville Boulevard to Stantonsburg Road**

***Dickinson Railroad Overpass from Home Builders to Moye Boulevard**

4th St. and Eastern St. Intersection Triangle

Peace Garden at Reade Circle and Evans Street

University Edge Parking lot at Bonners and Clark Street

Museum of Art

Reade Circle and Reade St. from Dickinson Ave. to 1st Street

1st Street from Town Commons to Avery Street

Cotanche Street from 1st to 4th Street

Madison Circle cul-de-sac

Beaumont Circle cul-de-sac

Morningside Circle cul-de-sac

Middleton Place cul-de-sac

Austin Place cul-de-sac

W. 5th St. and Pitt St. intersection rights-of-way

Elm Street from 10th St. to Fern Drive

***Arlington Blvd. from Greenville Blvd. to Memorial Dr.**

***W. 5th St. from Pitt Street to B's BBQ Rd.**

***E. 5th St. and 10th St. Intersection**

***Denotes areas with litter pick up weekly during non-mowing cycles**

Contract # 7- Weekly Cycle

Intergenerational Center (W. Fifth Street and Ward Streets)
W. Fifth Street Police Substation (1024 W. Fifth Street)
City of Greenville P. S. Annex (Northland Dr.)
Various other city owned properties (see Exhibit "C")

Contract # 14- Every Two Week Cycle

Hwy 33 from Greenville Blvd to Portertown Rd
Greenville Blvd/264 from 10th St. to Whichard Rd
Dickinson Ave and S. Memorial Dr intersection
N. Greene Street from Tar River to Airport/Mumford Rd
Memorial Dr from W. 5th St to Highway 903

Sealed proposals will be received by the City of Greenville until **Thursday, December 29, 2022 at 2:00 pm** at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27834 with the **Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Mowing Contract # 1, 2, 7 and 14 Bid** written on the outside of the sealed envelope. Bids will not be opened and read aloud at this time.

A Pre-bid Conference will be held at the Public Works Department Conference Room located at 1500 Beatty Street on **Monday, November 28, 2022 at 1:00 pm.** The City of Greenville reserves the right to reject any or all bids, waive any informality, and award contracts that appear to be in the City's best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement, until the date and time the bids are due, the specifications of the proposed work and/or a complete description of the apparatus, supplies, materials, or equipment are and will continue to be on file in the office of the City of Greenville Financial Services Manager, 201 W. Fifth Street, Greenville, NC, or at the Public Works Department located at 1500 Beatty Street, Greenville N.C., during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

Wanda House, Financial Services Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
Building and Grounds Division Contract Mowing
Location: Greenville N.C.**

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to contract award on this contract.**
- 2. It is expressly understood by the contractor offering a proposal after a written notice of award by the City, a written contract or purchase order will be required to be executed, and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. 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.**
- 5. Questions regarding the specifications or mowing areas for City of Greenville Public Works Department Building and Grounds Division Mowing Contracts shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**
- 6. By submitting a proposal for the Contractor to provide City of Greenville Public Works Department right-of-way mowing/facility mowing/maintenance, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 7. Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 8. It is expected that work would begin around April 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract, or the approval/signature process, or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information must be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**

- 10. All Greenville city-wide right of way, city facility mowing, or landscaping, must be performed Monday – Saturday during daylight hours. Mowing on Sunday is NOT permissible.**
- 11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 12. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from the contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.**
- 13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.**

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT RIGHT-OF-WAY
MOWING BUILDING AND GROUNDS CONTRACTS # 1, 2, 7 and 14**

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal, finish mowing, edging, weed trimming, and clipping/debris removal for each contract awarded to the contractor.**
- 1.2 The total bid amount per mowing cycle and per litter/debris pickup cycle and annual total for both mowing and litter/debris pickup shall be included on the Request for Bid sheet for Contracts 1, 2 and 14. Contract # 7 bid to include on the Request for Bid Sheet is per mowing cycle bid only. Each of these contracts will be awarded separately.**
- 1.3 Mowing and debris cleanup and/or litter removal will include medians and on either side of traffic lane to fencing, woods line, City/State Rights-of-way line, and railroad rights-of-way, depending on need of the location indicated on the mowing/litter pickup location maps. (Maps will be provided at Mandatory Pre-Bid Meeting)**

2.0 GENERAL:

- 2.1 Areas of work are to be mowed on the frequency specified and started and completed within the same work week period (Monday-Saturday). Mowing frequency or litter cleanup frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.2 All mowing or litter cleanup shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in ten (10) days.**

- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

3.0 RIGHT OF WAY AND FACILITIES MOWING:

- 3.1 The contractor is expected to remove scattered debris, litter and limbs PRIOR to mowing, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator with location of illegally dumped material.**
- 3.2 The contractor is responsible for removing from each site, and properly disposing of, all tree limbs of six (6) inch diameter and below. The contractor is not responsible for tree limbs placed by the curb for sanitation collection by residents.**
- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator with location of limbs larger than six (6) inches in diameter.**
- 3.4 All areas will be finish mowed at two and one-half (2.5) inches in height. Areas where large riding mowers are not proper or feasible must be mowed with push mowers or properly sized equipment.**
- 3.5 Herbicide spraying will NOT be allowed in these areas.**
- 3.6 Weed trimming must be performed around all poles, trees, signs, and along the fence areas.**
- 3.7 Edging must be performed on each cycle along sidewalks, medians, and curbs. Edging can be performed with a string trimmer or edger.**
- 3.8 Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to another work site.**
- 3.9 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to another work site. All debris, limbs, or litter in mulch areas must be removed prior to completion of each mowing/maintenance cycle.**
- 3.10 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor**

in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.

- 3.11 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Notify the Michael Turner, Building Facilities Coordinator in the event that a site is too wet to cut.**

4.0 PAYMENT AND BID:

- 4.1 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.**
- 4.2 The contract period this year will be from approximately April 1, 2023 to December 31, 2023. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on January 1st and ending December 31st.**
- 4.3 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. The City will render payment within thirty days of receipt of an approved invoice.**
- 4.4 Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 4.5 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.**
- 4.6 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.**
- 4.7 Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office, Tish Williams, at (252) 329-4462.

4.8 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

- 4.9 The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.**

- 4.10 Contractor must complete a new Vendor Self-Service profile and associated documents as required upon acceptance of mowing contract.**

5.0 WORKERS COMPENSATION AND INSURANCE:

- 5.1 The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.**
- 5.2 The Contractor shall have in place for the life of this contract public liability and damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property**

damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide prior to beginning work, a Certificate of insurance showing the City of Greenville named as an additionally insured on all coverage. Certificate of insurance must be emailed to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov and be maintained on file during the contract period. All insurance must be maintained during the duration of the contract.

- 5.3** The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4** Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.
- 5.5** The contractor shall furnish the owner with satisfactory proof of insurance required before award of contract. Executed contract documents, insurance certifications, invoices, and other information requested, are to be sent to:

**Michael Turner
Building Facilities Coordinator
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834
Email: mturner@greenvillenc.gov**

6.0 DAMAGE TO CONTRACTORS PROPERTY:

- 6.1** Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2** The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.

- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
- 6.4 The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 AMENDMENTS, ADDENDUMS, OR QUESTIONS:

- 7.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addenda on the bid sheet.
- 7.2 Amendment: The contract may be amended from time to time through written agreement by both parties.
- 7.3 Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov.
- 7.4 Schedule for questions and addenda:

Last date to submit a question: **Thursday, December 15, 2022 by 5 p.m.**
Questions will be answered via addenda posted on the City's website answered by: **Thursday, December 22, 2022 by 5 p.m.**

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

- 8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/government/financial-services/purchasing on the City of Greenville's webpage.

9.0 E-VERIFY COMPLIANCE:

- 9.1 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.

- 9.2 **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.**

10.0 IRAN DIVESTMENT ACT:

- 10.1 **Vendor 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 vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.**

11.0 NON-DISCRIMINATION:

- 11.1 **The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.**

12.0 NON-COLLUSION:

- 12.1 **Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.**

13.0 FEDERAL LAW:

13.1 Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

14.0 WITHDRAWAL OF PROPOSALS:

14.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

15.0 REFERENCE INFORMATION:

15.1 All bidders must provide a list of three (3) client references of similar right of way, facility, or traffic related mowing projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the bid sheet.

16.0 CONTRACTOR INFORMATION:

16.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.



Contractor Reference Information

1. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

2. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

3. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

****Include with bid package****



Contractor Data Form

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

**Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

****Include with bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications. **Contract 1, 2, 7 and 14 will be awarded separately. If you do not choose to bid on Contract 1, 2, 7 or 14 please enter "NO BID" in the total bid or per cycle line item in that contracts bid section.**

Contract # 1 Bid

<u>Description</u>	<u>Bid</u>
Contract # 1 Mowing per cycle (Approximately April 1- November 1)	_____
Contract # 1 Litter pick up per cycle (Approximately November 1- April 1)	_____
Contract # 1 Total Annual Bid (See contract formula below)	_____

Note: Contract # 1 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 16 cycles) + (Litter pickup Per Cycle X 10 cycles) = Total Annual Bid

****Include with bid package****



REQUEST FOR BIDS

Contract # 2 Bid

Description

Bid

**Contract # 2 Mowing per cycle
(Approximately April 1- November 1)**

**Contract # 2 Litter pick up per cycle
(Approximately November 1- April 1)**

**Contract # 2 Total Annual Bid
(See calculation formula below)**

Note 1: Contract # 2 will be considered for award based on Total Annual Bid.

Note 2: Only Locations designated with a (*) on Page 2 under Contract # 2 will receive litter pickup during winter months or weeks you are not mowing.

Total Annual Bid Calculation:

(Mowing per Cycle X 32 cycles) + (Litter pickup Per Cycle X 20 cycles) = Total Annual Bid

****Include in bid package****



REQUEST FOR BIDS

Contract # 7 Bid

Description

Bid

Contract # 7 Mowing per cycle
(Approximately April 1- November 1)

Contract # 7 Total Annual Bid
(See calculation formula below)

Note 1: Contract # 7 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 32 cycles) = Total Annual Bid

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include with bid package****



REQUEST FOR BIDS

Contract # 14 Bid

Description

Bid

Contract # 14 Mowing per cycle
(Approximately April 1- November 1)

Contract # 14 Litter pick up per cycle
(Approximately November 1- April 1)

Contract # 14 Total Annual Bid
(See contract formula below)

Note: Contract # 14 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 16 cycles) + (Litter pickup Per Cycle X 10 cycles) = Total Annual Bid

Addendum Acknowledgement for Contract 1, 2, 7 or 14:

Please record each Addendum Number Received: _____

****Include with bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville
Signed and sworn to (or affirmed) before me, this the _____
Day of _____, 20__.
My Commission Expires:

Notary Public

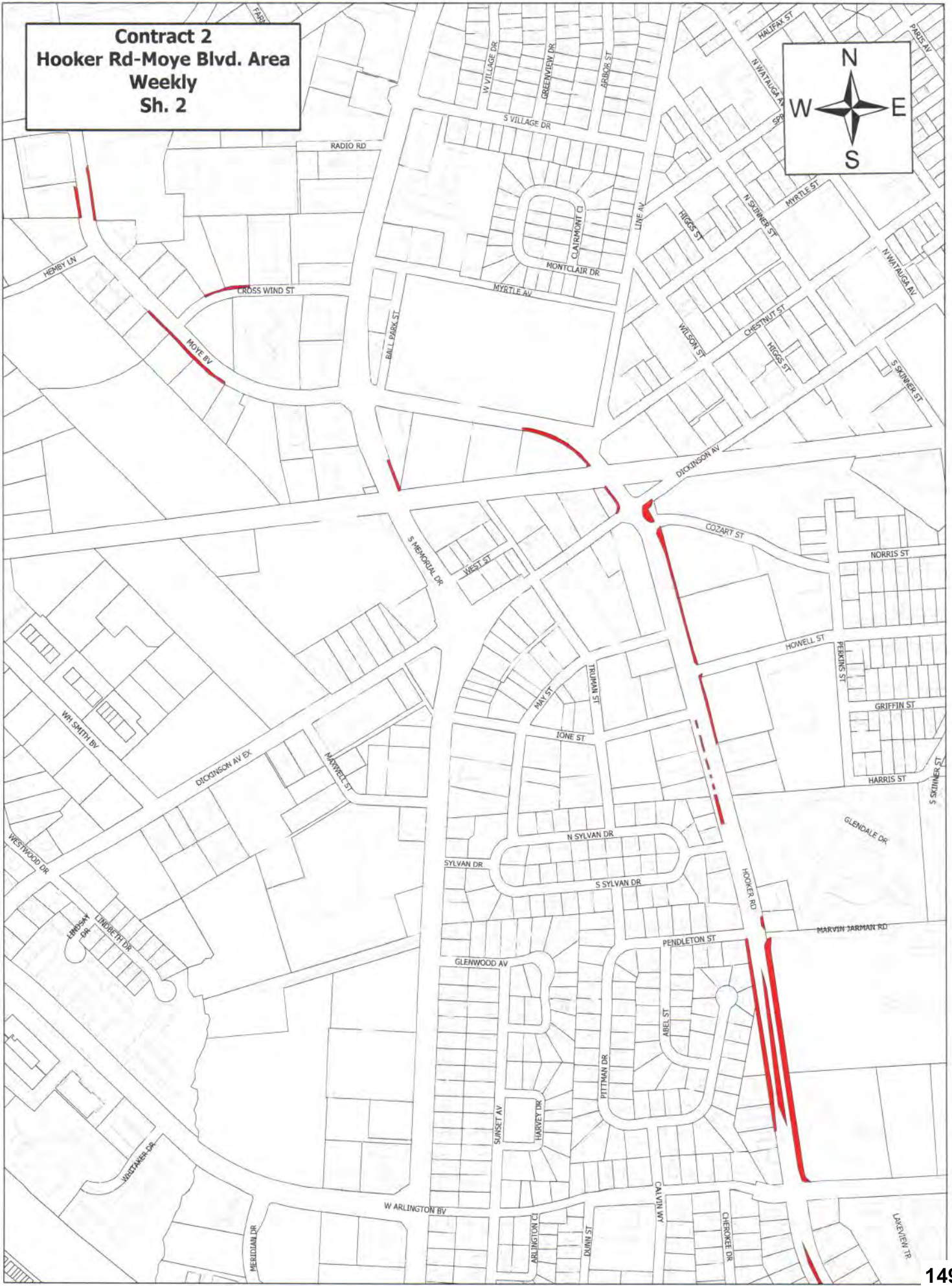
(Affix Official/Notarial Seal)

****Include with bid package****

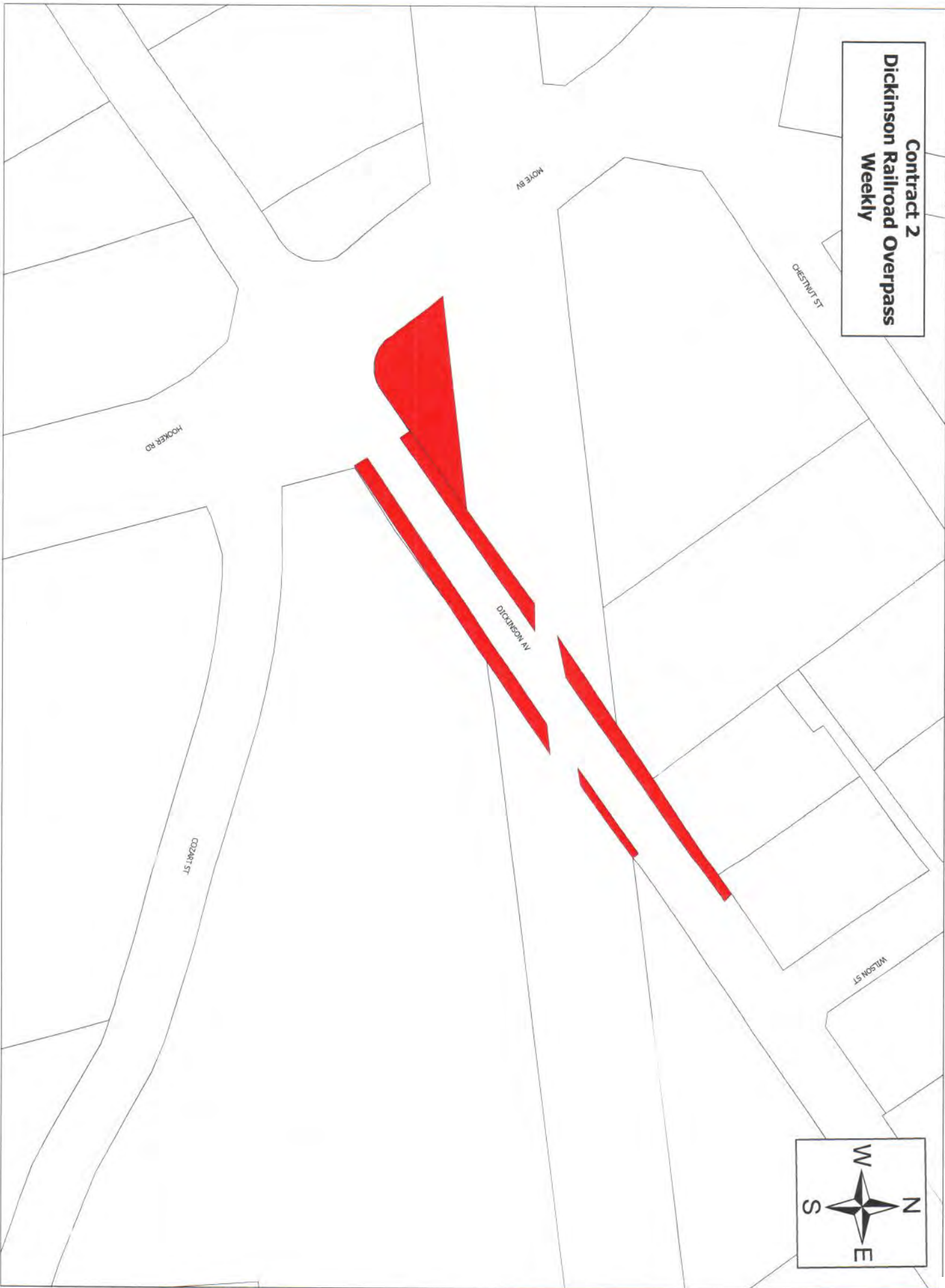
**Contract 2
Hooker Rd-Moye Blvd. Area
Weekly
Sh. 1**



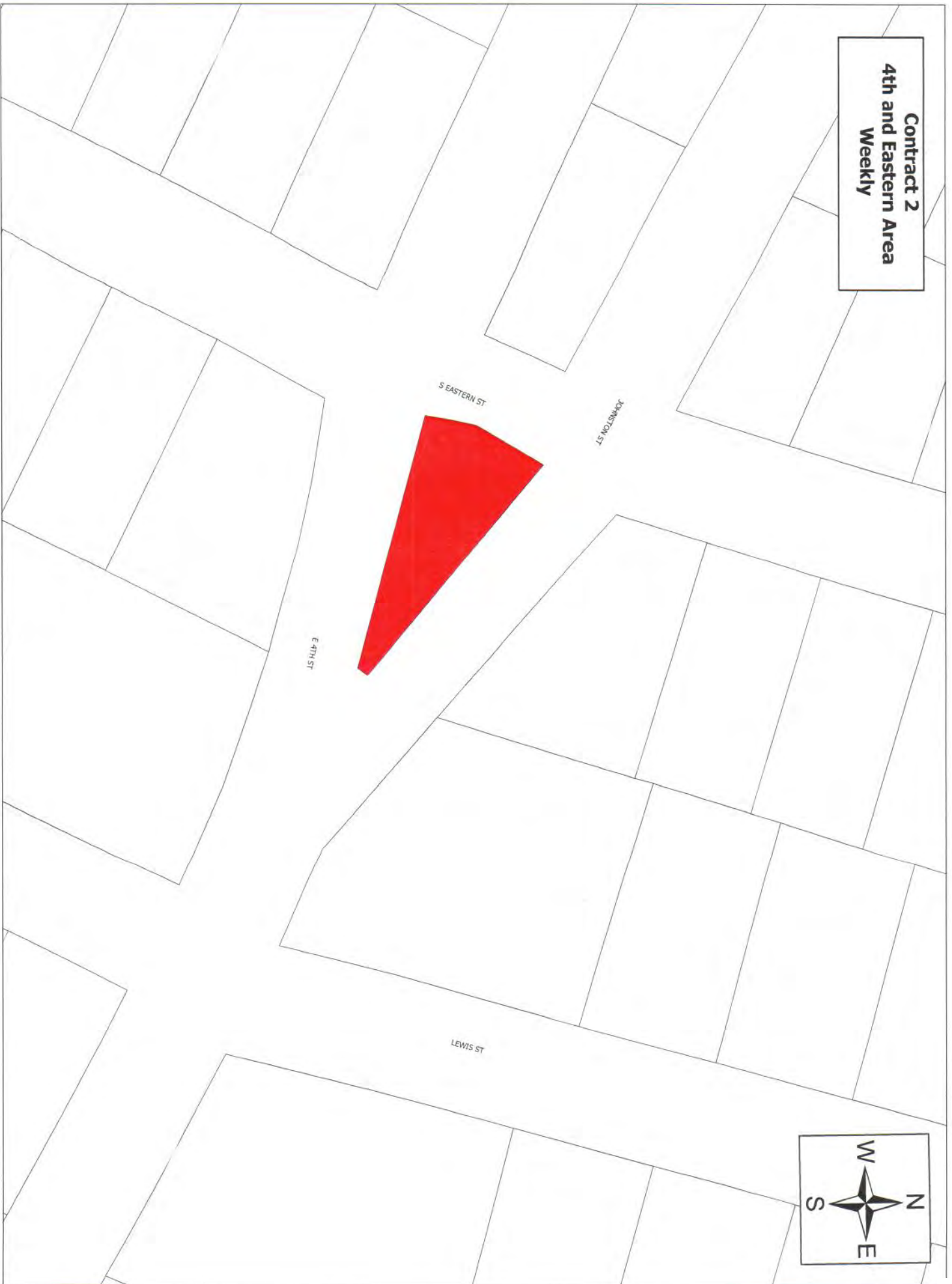
**Contract 2
Hooker Rd-Moye Blvd. Area
Weekly
Sh. 2**



**Contract 2
Dickinson Railroad Overpass
Weekly**



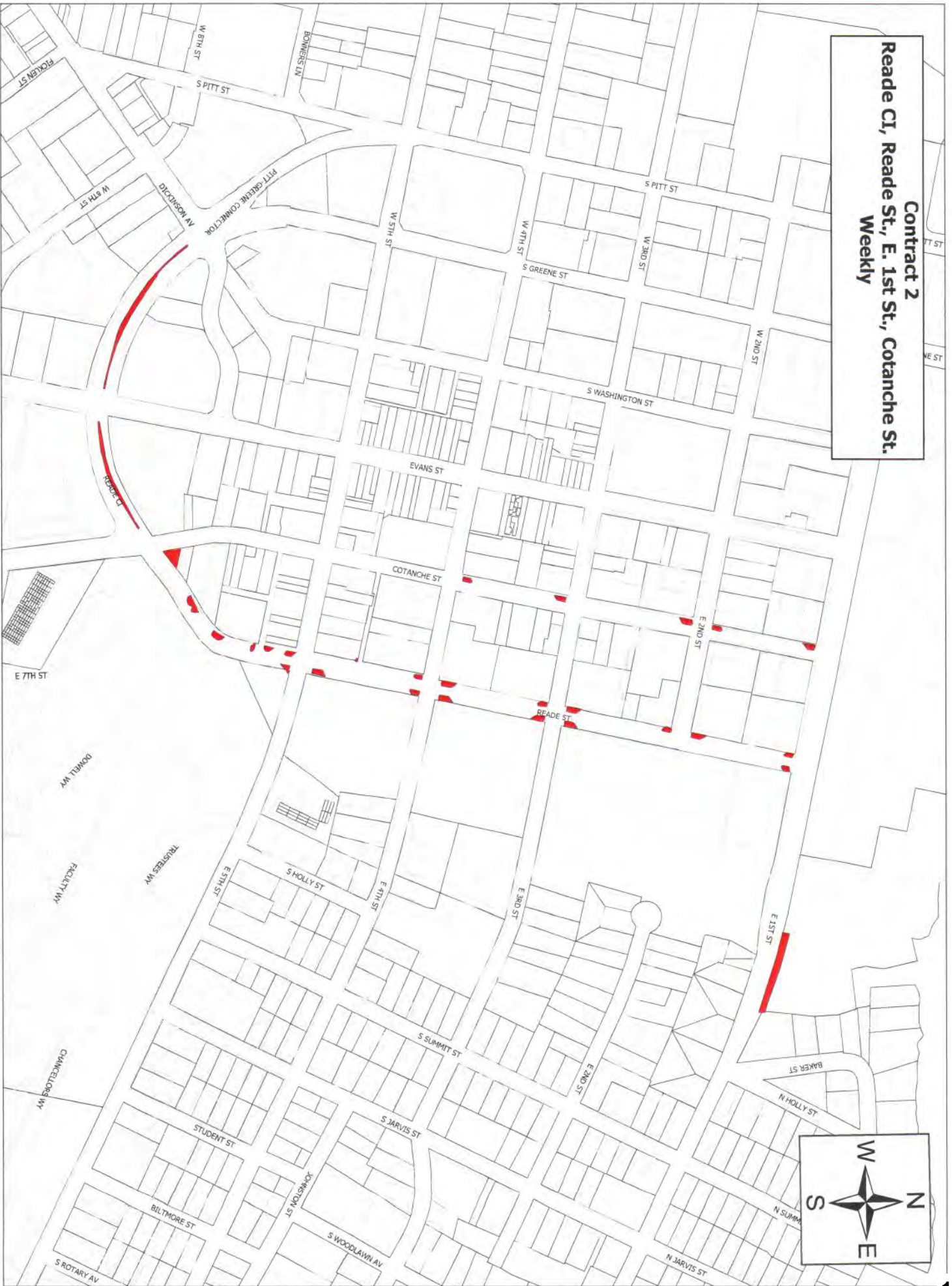
**Contract 2
4th and Eastern Area
Weekly**



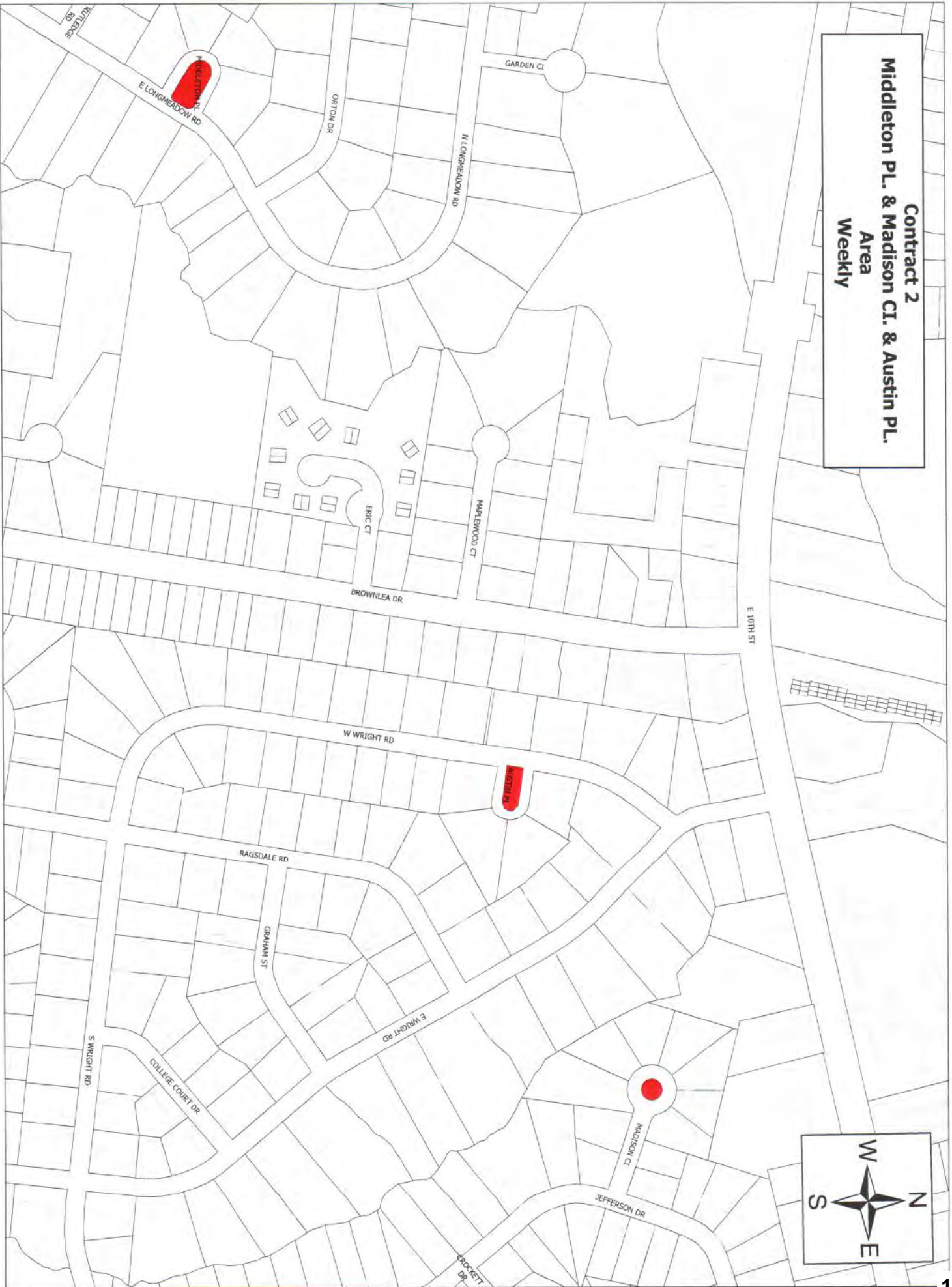
Contract 2
Uptown District Mowing
Weekly



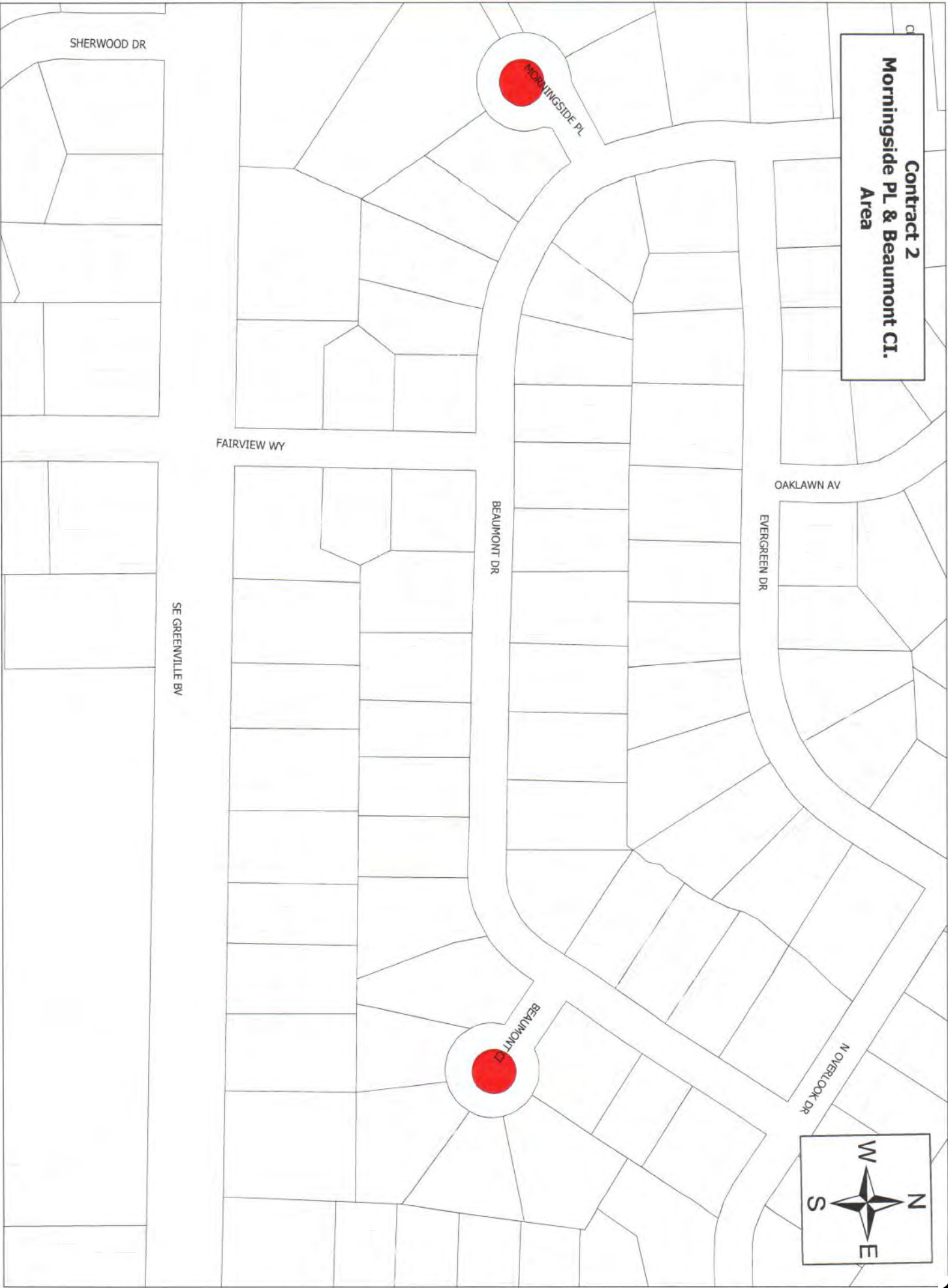
Contract 2
Reade Ct, Reade St., E. 1st St., Cotanche St.
Weekly



Contract 2
Area
Weekly
Middleton Pl. & Madison Ct. & Austin Pl.



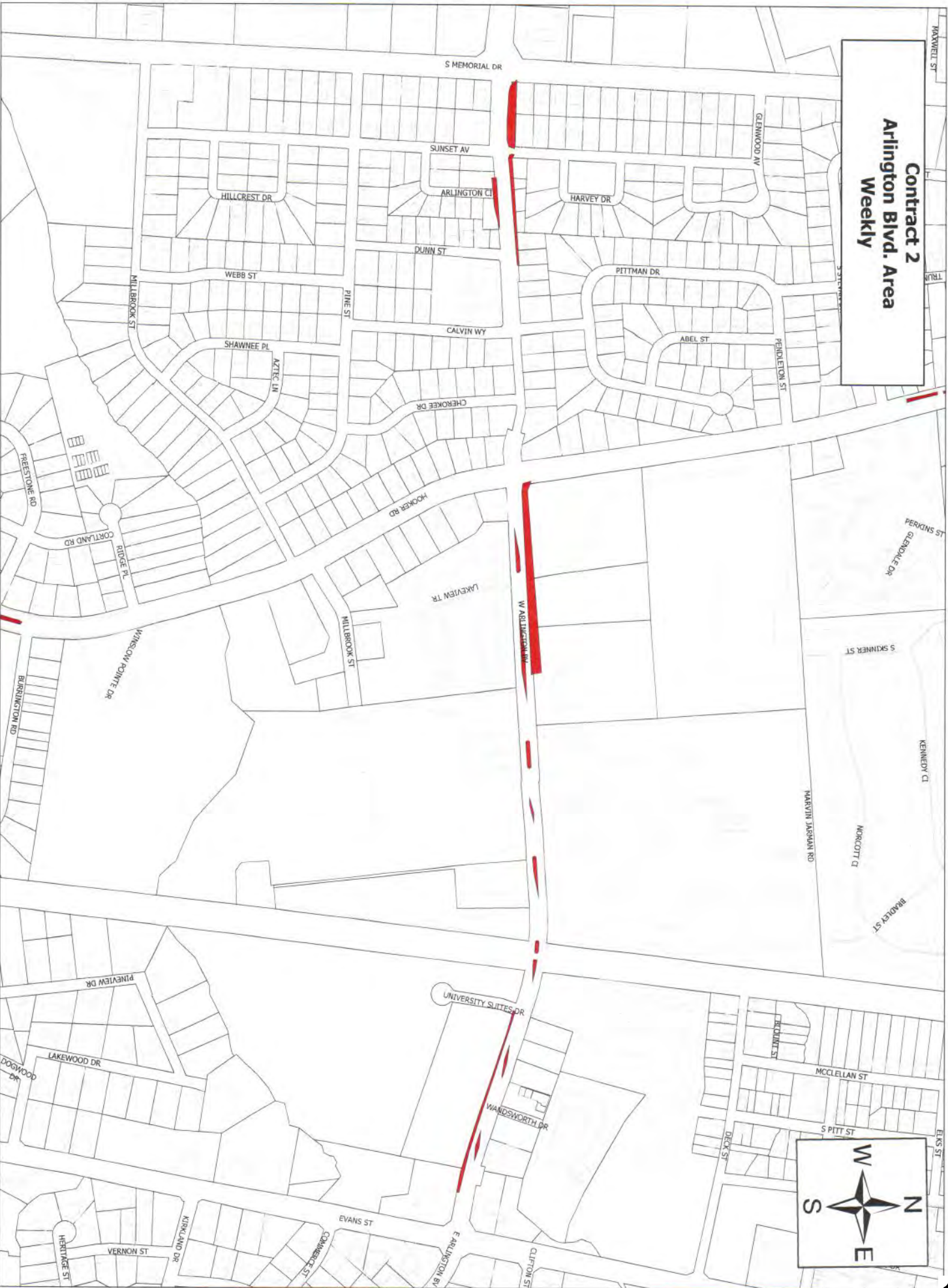
Contract 2
Morningside Pl & Beaumont Ct.
Area



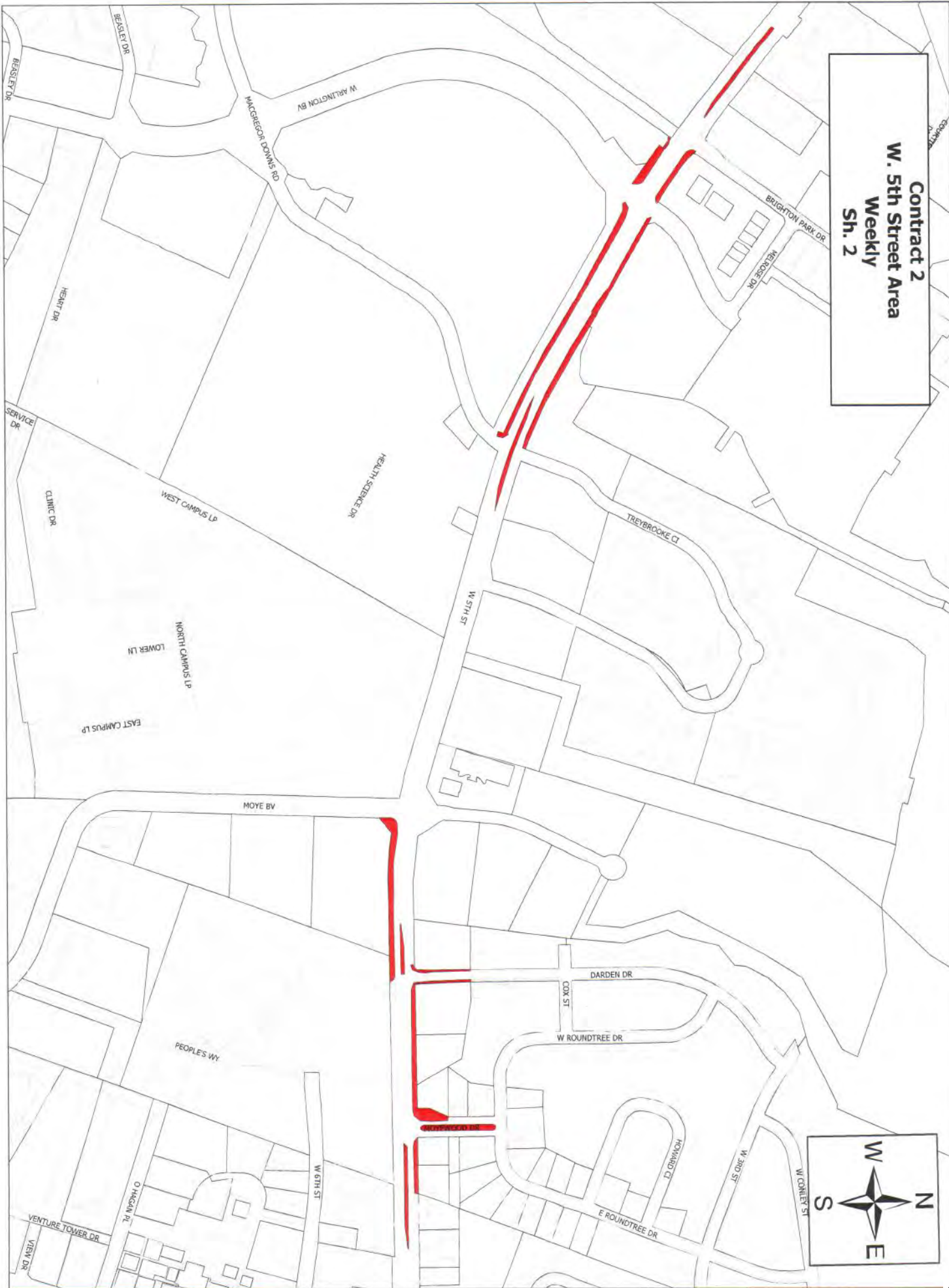
**Contract 2
Elm St. Area
Weekly**



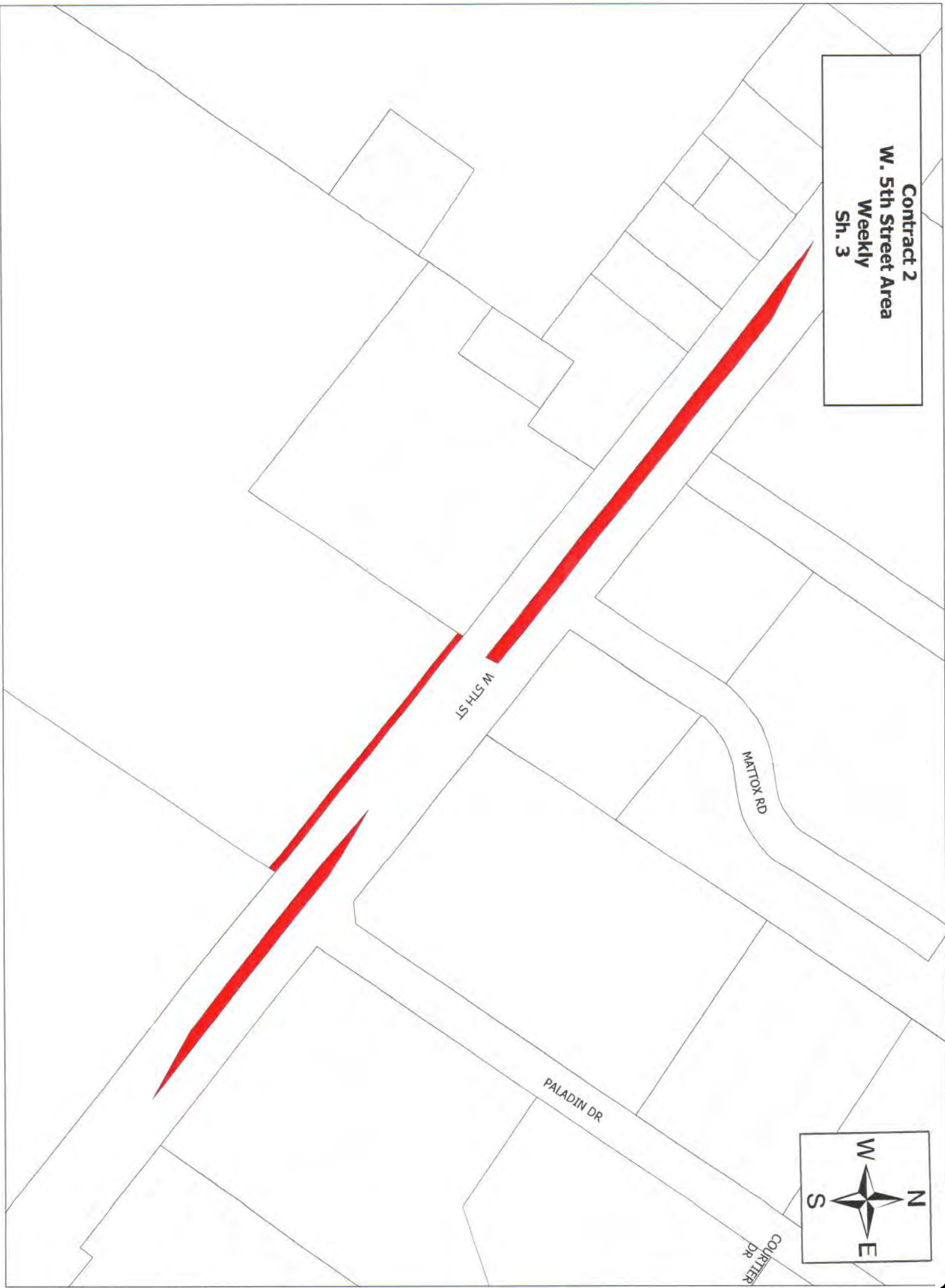
Contract 2
Arlington Blvd. Area
Weekly



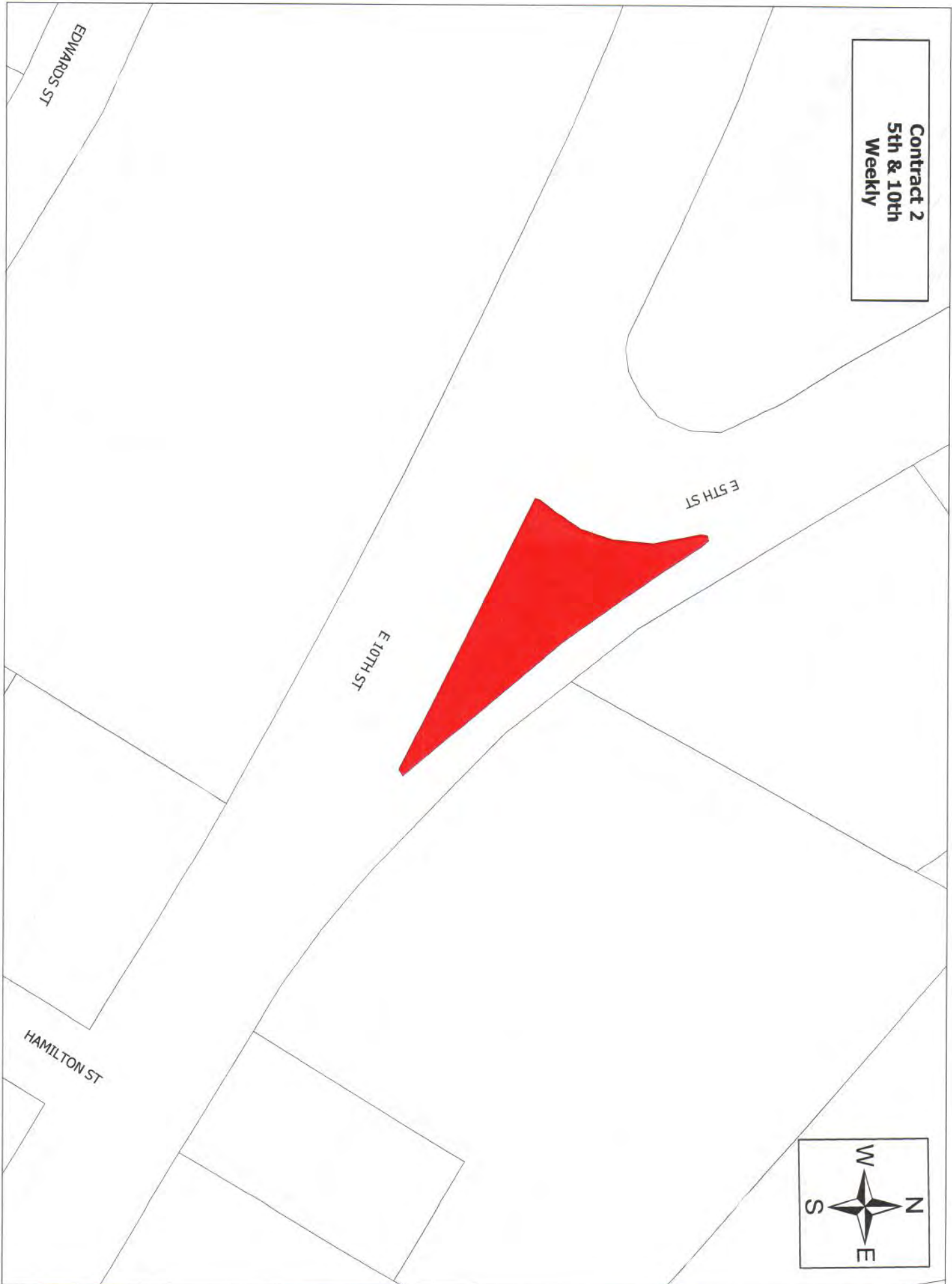
Contract 2
W. 5th Street Area
Weekly
Sh. 2



Contract 2
W. 5th Street Area
Weekly
Sh. 3



**Contract 2
5th & 10th
Weekly**





City of Greenville, North Carolina

Meeting Date: 03/06/2023

-
- Title of Item:** Contract award for professional services for a Mowing/Landscape Maintenance Contract for vacant lot mowing as specified in PWD Contract #4
- Explanation:** The City advertised for professional services for a Mowing/Landscape Maintenance Contract (PWD Contract #4) on November 18, 2022. The solicitation included a Mowing/Landscape Maintenance Contract for vacant lots (PWD Contract #4).
- The scope of work shall include litter removal, mowing, edging, weed trimming, and clipping/debris removal during each cycle for this contract. Mowing cycles are based on an every 3-week schedule with mowing beginning on April 1st and lasting through November 1st.
- The contract will begin upon issuance of a Notice to Proceed and last through December 31, 2023. The contract may be extended by the City for two (2) additional one (1) year terms, for a maximum term of three (3) years.
- On December 29, 2022, staff received five (5) proposals in response to the invitation to bid. Shiver's Lawn Care Service was the lowest bidder but later withdrew their bid. JDR Lawn Care, Inc. was the second lowest responsible, responsive bidder.
- Fiscal Note:** The City will enter into a contract with JDR Lawn Care, Inc. in the amount of \$3,663.68 per mowing cycle of approximately 107 acres at an estimated cost of \$43,964.16 annually and \$135,888.82 for a three (3) year period beginning FY 2024 and ending FY 2027. The submitted bid price is \$34.24 per acre. Funding for this contract is provided through the Public Works operational budget.
- Recommendation:** City Council award a landscape maintenance contract to JDR Lawn Care, Inc. in the amount of \$135,888.82 (3-year amount). The annual amount is expected to be about \$44,000.
-

ATTACHMENTS

- [📄 2023 Bid Tab Contract #4.pdf](#)
- [📄 Signed Mowing Contract #4 \(JDR\).pdf](#)
- [📄 ITB 222314 Vacant Lot Mowi.pdf](#)
- [📄 MOWING & LANDSCAPE CONTRACT #4 - EXHIBIT B.pdf](#)

**City of Greenville Public Works Department
Bid Tab**

Contractor Name	Contractor Reference Sheet	Contractor Data Sheet	E-Verify Form	Addenda Acknowledged	Total Bid Price
Creative Cuts Lawn Care	Included	Included	Included/Complete	Yes	\$70/acre
Cut-N Up Lawncare	Included	Included	Included/Complete	Yes	\$150/acre (3 week) / \$85/acre (2 week)
WAC Corporation of Greenville	Included	Included	Included/Complete	Yes	\$55/acre
Shiver's Lawn Care Service*	Included	Included	Included/Complete	Yes	\$14.25/acre
JDR Lawn Care, Inc	Included	Included	Included/Complete	Yes	\$34.24/acre (3 week) / \$37.45/acre (2 week)
					**
					**
Shiver's Lawn Care withdrew bid due to staffing concerns					**
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Bid Certified by : M. Turner
Building Facilities Coordinator

Signature: *Michael Turner* Date: 02/06/2023



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

City Wide Vacant Lot Mowing Contract #4

THIS Agreement made and entered into as of the ____ day of _____ 20__ by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and JDR Lawn Care, Inc., a corporation, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the “Contractor” whose primary offices are located at 607 Washington St Williamston, NC 27892.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of certain professional services; and

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Consultant/Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant/Contractor shall provide mowing services for City Wide Vacant Lot Mowing Contract #4, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid #22-23-14 and amendments, if any, said work being hereinafter referred to as the “Work”. The ITB 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/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant/Contractor will perform mowing the designated vacant lots in mowing contract #4 with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. 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/Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s ITB attached hereto as Exhibit A; and
4. Consultant/Contractor’s Proposal attached hereto as Exhibit B.

I.D. SUBCONTRACTS

The Consultant/Contractor and/or sub-consultant will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.

I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant's engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE CITY

II.A. DATA AND SERVICES

- II.A.1. The City's project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the Building and Grounds Superintendent or their designee. If assistance or further information is needed, the Contractor/Consultant shall contact the Building and Grounds Superintendent or their designee at (252) 329-4522 or the Public Works Complex, 1500 Beatty Street, Greenville, NC. All directions and communications from the City to the Contractor/Consultant shall be through the Building and Grounds Superintendent or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks, which may include, but is not limited to the following:
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City's data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor's custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than seven (7) days following written a "Notice to Proceed" to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire *December 31, 2023*.

This Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years, starting on January 1st and ending on December 31st of the same year.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City’s Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

Performance of Work by City. If Contractor/Consultant fails to perform the Work in accordance with the schedule required by this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give Contractor/Consultant notice of its intention. Contractor/Consultant shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – Mowing Contract #4 City Wide Vacant Lot Mowing, a monthly pay at the rate of:

\$34.24 per acre mowed (approximately 107 acres) (April 1 – November 1)

Payment shall be based upon the areas completed by the Consultant/Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor in writing at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request **MUST** be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

IV.B. PAYMENT

Upon receipt of invoices and appropriate supporting documentation by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City. The City does not agree to the payment of late charges or finance charges assessed by the Consultant/Contractor for any reason. Invoices are payable in U.S. funds.

The Consultant/Contractor shall pay subcontractors for work performed within seven (7) days after Consultant/Contractor receives payment from the City for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the City to withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: *Building Facilities Coordinator, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to mturner@greenvillenc.gov

It shall be the responsibility of the Consultant/Contractor and all sub-consultants to keep records of all payments requested and the dates received. The STATE may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

The City may terminate this Agreement at any time upon any of the following grounds:

V.A.1. **DEFAULT.** The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.

V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the

extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.

V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **CONSULTANT/CONTRACTOR'S RESPONSIBILITY**

V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.

- V.B.3. Consultant/Contractor 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/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. **INDEMNIFICATION, INSURANCE AND WARRANTIES**

V.C.1. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor 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.

V.C.2. **INSURANCE:**

The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
 Bodily Injury by Disease \$1,000,000 policy limit.
 Bodily Injury by Disease \$1,000,000 each employee.

b. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

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

c. Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. 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.
- iii. 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.

V.C.3 WARRANTIES (APPLICABLE TO CONTRACTS FOR SALE OF GOODS)

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

- (i) actual or alleged infringement of any such patent, trademark, or other rights; or
- (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this Agreement.

Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may, at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must:

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor 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.

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the STATE and other agencies on adjacent projects, as necessary.

V.F. **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:

<p>City: City of Greenville P.O. Box 7207 Greenville, NC 27835 Attn: Building and Grounds Superintendent</p>	<p>Consultant/Contractor: JDR Lawn Care, Inc. 607 Washington Street Williamston, NC 27892 Attn: Jamaul Rodgers</p>
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V.G. **ADDITIONAL PROVISIONS**

V.G.1. **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/Contractor 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.

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor 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.

Consultant/Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The Consultant/Contractor 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/Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

The Consultant/Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant/Contractor utilizes a Subcontractor, the Consultant/Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant/Contractor represents that the Consultant/Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Consultant/Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Consultant/Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Consultant/Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The Consultant/Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

V.G.8. **AMENDMENTS AND WAIVER**

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.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The Consultant/Contractor is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

V.G.10. **CHOICE OF LAW AND VENUE**

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. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.G.11. **AUTHORITY TO CONTRACT**

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/Contractor,

the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant/Contractor as the act of the said Consultant/Contractor.

V.G.12. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

V.G.13. **CONFLICT OF INTERESTS**

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

V.G.14. **NON-APPROPRIATION OF FUNDS**

Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15 **RECORD RETENTION**

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16 **CONFIDENTIALITY**

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the

public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.G.18 **COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.19 **THIRD PARTY RIGHTS**

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

V.G.20 **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.**

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. **ENTIRE AGREEMENT**

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this Agreement or define or limit any of the terms or provisions hereof.

V.G.23 **DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN**

If applicable, the Consultant/Contractor's shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Consultant/Contractor's shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor's shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

V.G.25 **E-SIGNATURE AUTHORITY**

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26 **CITY MANAGERS AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

[Signature Pages Follow]

JDR Lawn Care, Inc.

Vendor Number: 10736

Munis Contract # _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____

SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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 010-01-55-61-000-000528385-

PROJECT CODE (IF APPLICABLE) N/A_____


[Vendor Signature Page Follows]

JDR Lawn Care, Inc.

Vendor Number: 10736

Munis Contract # _____

SIGNATURE OF VENDOR

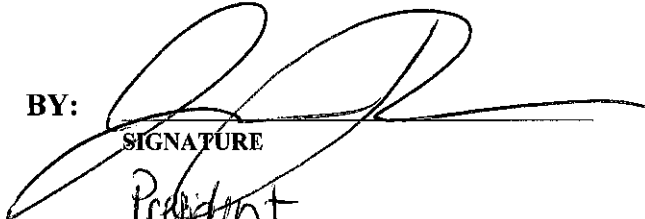
 Jamout Jam JDR Lawn Care Inc

FULL NAME OF VENDOR

(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

VENDOR:

BY:



SIGNATURE

President

TITLE

2/1/2023

DATE

INVITATION TO BID

BID # 22-23-14

CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDING AND GROUNDS DIVISION
CONTRACT # 4 VACANT LOT MOWING
CITY OF GREENVILLE, NORTH CAROLINA



Pre-Bid Meeting: **Monday, November 28, 2022 at 1:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: **Thursday, December 29, 2022 at 2:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:

Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:

Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDING AND
GROUNDS DIVISION VACANT LOT MOWING"**

The City of Greenville, NC is requesting proposals for "Public Works Department Building and Grounds Division Vacant Lot Mowing" as listed on Exhibit "B". The scope of work will include litter removal, mowing, weed trimming, and clipping removal on the contract area per scope of work and specifications.

Contract # 4-Vacant Lot Mowing (Every two week cycle):

The list of current parcels/lots (Exhibit "B") will be provided to contractors at the pre-bid meeting. Note: This list will updated again to reflect current lots to be mowed prior to beginning of work on the contract. The list of parcels provides the contractor an estimation of acreage but the acreage may fluctuate during the contract period.

Sealed proposals will be received by the City of Greenville until **Thursday, December 29, 2022 at 2:00 pm** at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27835-7207 with the **Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Mowing Contract # 4 Bid** written on the outside of the sealed envelope. Bids will not be opened and read aloud at this time.

A Pre-bid Conference will be held at the Public Works Conference Room located at 1500 Beatty Street on **Monday, November 28 at 1:00 pm**. The City of Greenville reserves the right to reject any or all bids, waive any informality, and award contracts that appear to be in the City's best interest. The right is reserved to hold any or all bids for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement until the date and time the proposals are due, the specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of the City of Greenville Financial Services Manager, 201 W. Fifth Street, Greenville, NC, or at the Public Works Department located at 1500 Beatty Street, Greenville N.C., during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

Wanda House, Financial Services Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
Building and Grounds Division Vacant Lot Mowing
Location: Greenville N.C.**

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.**
- 2. It is expressly understood by the contractor offering a proposal after a written notice of award by the City, a written contract or purchase order will be required to be executed, and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. 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.**
- 5. Questions regarding the specifications or mowing areas for City of Greenville Public Works Department Building and Grounds Division Vacant Lot Mowing Contract shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**
- 6. By submitting a proposal for the Contractor to provide City of Greenville Public Works Department Vacant Lot Mowing, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 7. Contractor must comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 8. It is expected that this contract will begin around April 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract, or the approval/signature process, or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information must be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**

- 10. All City of Greenville Public Works Department Building and Grounds Division vacant lot mowing must be performed Monday – Saturday during daylight hours. Mowing on Sunday is NOT permissible.**
- 11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 12. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.**
- 13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.**

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT VACANT LOT MOWING
BUILDING AND GROUNDS CONTRACT # 4**

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal, edging, mowing, weed trimming, and clipping/debris removal for all areas listed on Exhibit "B" of this request for bids every two weeks during the mowing season, or as instructed by the City of Greenville.**
- 1.2 The total bid amount per acre shall be included on the Request for Bid sheet.**
- 1.3 Mowing and Debris/Litter removal will include the entire vacant lot including City/State Rights-of-way depending on need of the location indicated on the mowing location maps. Maps and a list of current lots (See Exhibit "B") within this contract will be provided at the Mandatory Pre-Bid Meeting. There are currently approximately 128 acres of Public Works Department Building and Grounds Division vacant lots to be mowed.**

2.0 GENERAL:

- 2.1 Areas of work are to be started and completed within a week period (Monday-Saturday). Lots are to be mowed on an every two week frequency. Mowing frequency or litter cleanup frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.2 All mowing or litter cleanup shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in ten (10) days.**
- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

3.0 VACANT LOT MOWING:

- 3.1 The contractor is expected to remove scattered debris, litter and limbs PRIOR to mowing, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator with location of illegally dumped material.**
- 3.2 The contractor is responsible for removing from each site and properly disposing of all tree limbs of six (6) inch diameter and below. The contractor is not responsible for tree limbs placed by the curb for sanitation collection by residents.**
- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator with location of limbs larger than six (6) inches diameter.**
- 3.4 All areas will be finish mowed at three (3) inches in height. Areas where large riding mowers are not proper or feasible must be mowed with push mowers or properly sized equipment.**
- 3.5 Herbicide spraying will NOT be allowed in these areas.**
- 3.6 Weed trimming must be performed on each visit around all poles, trees, signs, curbs, and along the fence areas.**
- 3.7 Edging must be performed on each cycle along sidewalks, medians, and curbs. Edging can be performed with a string trimmer or edger.**
- 3.8 Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to another work site.**
- 3.9 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to another work site. All debris, limbs, or litter in mulch areas must be removed prior to completion of each mowing/maintenance cycle.**
- 3.10 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price is per acre so the invoice will be adjusted in the event of any elimination or addition of areas to reflect adjusted acreage.**

- 3.11 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Notify Michael Turner, Building Facilities Coordinator in the event that a site is too wet to cut.**

4.0 PAYMENT AND BID:

- 4.1 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.**
- 4.2 The contract period will be from approximately April 1, 2023 to December 31, 2023. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on January 1st and ending December 31st.**
- 4.3 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. The City will render payment within thirty days of receipt of an approved invoice.**
- 4.4 Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 4.5 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.**
- 4.6 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.**
- 4.7 Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office, Tish Williams, at (252) 329-4462.

4.8 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

4.9 The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.

4.10 Contractor must complete a new Vendor self-service profile and associated documents as required upon acceptance of mowing contract.

5.0 WORKERS COMPENSATION AND INSURANCE:

5.1 The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.

5.2 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide prior to beginning work, a Certificate of Insurance showing the City of Greenville named as an

additionally insured on all coverage. Certificate of insurance must be emailed to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov and be maintained on file during the contract period. All insurance must be maintained during the duration of the contract.

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.
- 5.5 The contractor shall furnish the owner with satisfactory proof of insurance required before award of contract. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Michael Turner
 Building Facilities Coordinator
 City of Greenville
 Public Works Department
 1500 Beatty Street
 Greenville, N.C. 27834
 Email: mturner@greenvillenc.gov

6.0 DAMAGE TO CONTRACTORS PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on City

facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.

- 6.4 The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 AMENDMENTS, ADDENDUMS, OR QUESTIONS:

- 7.1 **Addendum:** Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addenda on the bid sheet.
- 7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.
- 7.3 Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov.
- 7.4 **Schedule for questions and addenda:**
- Last date to submit a question: **Thursday, December 15, 2022 by 5 p.m.**
 Questions will be answered via addenda posted on the City's website answered by: **Thursday, December 22, 2022 by 5 p.m.**

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

- 8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/government/financial-services/purchasing on the City of Greenville's webpage.

9.0 E-VERIFY COMPLIANCE:

- 9.1 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.

- 9.2 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.**

10.0 IRAN DIVESTMENT ACT:

- 10.1 Vendor 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 vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.**

11.0 NON-DISCRIMINATION:

- 11.1 The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.**

12.0 NON-COLLUSION:

- 12.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.**

13.0 FEDERAL LAW:

- 13.1 Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the**

vendor is attesting to its policy of nondiscrimination regarding the handicapped.

14.0 WITHDRAWAL OF PROPOSALS:

14.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

15.0 REFERENCE INFORMATION:

15.1 All bidders must provide a list of three (3) client references of similar right of way, facility, or traffic related mowing projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the bid sheet.

16.0 CONTRACTOR INFORMATION:

16.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.



Contractor Reference Information

1. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

2. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

3. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

****Include with bid package****



Contractor Data Form

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

**Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

****Include with bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications.

Description

Bid

**Contract # 4 mowing bid per acre
(Approximately April 1- November 1)**

Note 1: Definition of per cycle is one complete mowing per specifications of all locations listed on "Exhibit "B" of this request for bids.

Addendum Acknowledgement for Contract # 4:

Please record each Addendum Number Received: _____

Bid Submitted By:

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include with bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville

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

Day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include with bid package****

East/West Meadowbrook
Mowing cycle will be every 2 weeks

Map #	Parcel #	Address	Acres	Notes
1	22688	158 W. Gum Rd	0.16	
2	18239	154 W. Gum Rd	0.18	
3	20954	134 W. Gum Rd	0.72	
4	09168	1204 Legion St	0.35	
5	80865	1211 W. Dudley St	1.15	
6	80866	0 Melody Ln	0.08	Behind Plaza Santa Rosa resturant
7	09911	1111 Taylor St	0.15	
8	13339	1003 Taylor St	0.25	
9	19955	413 W. Moore St	0.36	
10	10685	420 W. Moore St	0.17	
11	51497	402 W. Moore St	0.18	
12	12142	1012 Taylor St	0.18	
13	23312	0 Taylor St	0.19	Behind brick houses
14	22325	1107 Van Nortwick St	0.27	
15	15224	1105 Van Nortwick St	0.27	
16	23855	1103 Van Nortwick St	0.15	
17	27918	1005 Van Nortwick St	0.16	
18	06266	1010 Van Nortwick St	0.17	
19	18684	1008 Van Nortwick St	0.17	
20	08079	725 N. Greene St	0.05	
21	10898	711 N. Greene St	0.48	
22	18875	0 N. Greene St	1.33	Lot across the street from concrete plant
23	20562	510 N. Greene St	1.39	
24	00379	0 N. Greene St	0.91	Lot across the street from concrete plant
25	04220	0 N. Greene St	0.69	Lot by Speedway
26	04177	1406 N. Greene St	0.18	
27	21893	1408 N. Pitt St	0.23	
28	07123	1406 N. Pitt St	0.24	
29	02414	1402 N. Pitt St	0.18	
30	21793	1400 N. Pitt St	0.18	
31	09778	1411 Allen St	0.2	
32	06512	207 E. Gum Rd	0.11	
33	08739	1504 Allen St	0.16	
34	10335	301 Church St	0.15	
35	11909	307 Church St	0.19	
36	07661	309 Church St	0.18	
37	19763	300 Church St	0.18	
38	25480	304 Church St	0.19	
39	19810	306 Church St	0.19	
40	10409	308 Church St	0.18	
41	19811	1409 N. Washington St	0.17	
42	12570	1407 N. Washington St	0.17	
43	22249	309 E. Gum St	0.19	
55	14091	1307 Allen St	0.34	

East/West Meadowbrook
Mowing cycle will be every 2 weeks

Map #	Parcel #	Address	Acres	Notes
56	08917	1306 N. Pitt St	0.16	
57	08961	201 Mumford Rd	0.29	
58	00456	207 Mumford Rd	0.17	
59	18301	202 Mumford Rd	0.27	
60	14632	206 Mumford Rd	0.17	
61	21679	208 Mumford Rd	0.42	
62	33368	1212 N. Pitt St	0.12	
63	17449	0 N. Pitt St	0.18	Lot behind white house
64	17448	1206 N. Pitt St	0.15	
65	10342	1205 N. Pitt St	0.24	
66	07714	200 E. Dudley St	0.35	
75	19032	1404 N. Washington St	0.19	
76	07663	1402 N. Washington St	0.18	
77	09662	1400 N. Washington St	0.19	
78	12326	1401 Van Dyke St	0.18	
87	19072	1201 Meadowbrook Dr	0.42	
88	17462	1109 Meadowbrook Dr	0.19	
91	02192	500 E. Church St	0.2	
92	02194	502 Church St	0.17	
93	02193	0 Church St	0.18	Church St/Van Dyke intersection
94	06284	506 Church St	0.18	
95	06283	510 Church St	0.17	
96	21457	1405A Drum Ave	0.14	
97	33934	1405B Drum Ave	0.11	
98	00304	501 E. Gum Rd	0.24	
99	02188	503 E. Gum Rd	0.2	
100	18237	505 E. Gum Rd	0.22	
101	10571	507 E. Gum Rd	0.21	
102	11366	509 E. Gum Rd	0.21	
103	09788	1403 Drum Ave	0.15	
104	04981	511 E. Gum Rd	0.18	
105	24651	1312 Van Dyke St	0.18	
106	15749	504 E. Gum Rd	0.19	
107	33849	506 E. Gum Rd	0.2	
108	11365	510 E. Gum Rd	0.22	
109	23701	512 E. Gum Rd	0.21	
110	08960	503 Mumford Rd	0.15	
111	10712	505 Mumford Rd	0.14	
112	20164	500 Mumford Rd	0.29	
114	19081	1102 Meadowbrook Dr	0.19	
115	19092	502 Mumford Rd	2.32	
116	34181	0 Meadowbrook Rd	20.01	
120	25069	0 Church St	0.22	Drum Ave/Church St intersection
121	08706	601 E. Gum Rd	0.25	

East/West Meadowbrook
Mowing cycle will be every 2 weeks

EXHIBIT "B"

Map#	Parcel #	Address	Acres	Notes
122	20756	603 E. Gum Rd	0.21	
123	02748	700 Church St	0.24	
124	00769	704 Church St	0.18	
125	16880	1403 Mills St	0.17	
126	22212	602 E. Gum Rd	0.1	
127	20767	1307 Powell St	0.12	
128	06274	1304 Drum Ave	0.15	
129	04303	1305 Powell St	0.15	
130	25067	0 Drum Ave	0.22	Drum Ave/Mumford Rd intersection
131	04302	1303 Powell St	0.24	
132	19937	700 E. Gum Rd	0.12	
133	19938	1302 Powell St	0.18	
134	18974	1300 Powell St	0.18	
135	23426	0 E. Gum Rd	0.34	Beside old GUC
136	03249	703 Mumford Rd	0.21	
137	21754	0 Powell St	0.15	
138	21755	0 Powell St	0.18	
139	21756	0 Powell St	0.15	Powell St/Church St intersection
140	18525	1502 Powell St	0.15	
141	18526	1504 Powell St	0.16	
142	16883	701B Church St	0.17	
146	16881	703 Church St	0.18	
147	09540	0 Mumford Rd	0.83	Beside VFW
148	16886	1202 Mumford Rd	0.54	
149	23447	1224 Mumford Rd	1.17	
150	20805	0 Quail Village Rd	6.26	Beside Bullocks K-9 Training
151	36803	102 Academy Dr	0.24	
152	10352	1205 Pactolus Hwy	0.36	
153A	11773	112 W. Moore St	0.57	
154A	24360	1203 N. Pitt St	0.18	
155A	11973	301 E. Gum Rd	0.2	
156A	13552	1408 N. Washington St	0.18	
157A	13551	1410 N. Washington St	0.18	
158A	20165	1206 Meadowbrook Dr	0.19	
159A	04620	1402 Allen St	0.18	
160A	13562	1404 Allen St	0.18	
153	37020	103 W. Dudley St	0.14	
154	37027	107 W. Dudley St	0.15	
155	37022	1104 Van Nortwick St	0.2	
156	37026	0 Mooring Ln	0.15	Mooring Ln/Van Nortwick St
157	24365	0 Mooring Ln	0.24	Mooring Ln/Van Nortwick St
158	37025	102 Mooring Ln	0.16	
159	37024	1101 Melody Ln	0.19	
161	16921	1007 N. Pitt St	0.17	

East/West Meadowbrook
Mowing cycle will be every 2 weeks

Map #	Parcel #	Address	Acres	Notes
162	15268	0 N. Pitt St	0.35	Pitt St/Moore St intersection
163	15267	1001 N. Pitt St	0.21	
169	26119	209 Church St	0.37	
174	12299	1512 N. Pitt St	0.17	
175	25182	1508 N. Pitt St	0.24	
176	03707	1506 N. Pitt St	0.25	
177	19805	1504 N. Pitt St	0.15	
178	09303	201 N. Church St	0.27	
179	02244	End of Mills St	2.24	
180	01262	0 Holly St	0.27	Holly St/Mumford Rd Intersection
181	23984	0 Mumford Rd	0.25	
182	23983	0 Holly St	0.3	
183	10660	0 Holly St	0.29	
186	16879	703 E. Gum RD	0.25	
199	12440	1005 Taylor St	0.24	
200	21634	1507 N. Pitt St	0.2	
201	21634	1509 N. Pitt St	0.21	
202	19010	0 Old River Rd	2.34	
203	28923	294 Millbrook St	0.4	
204	23721	403 Millbrook St	0.23	
205	28924	310 Millbrook St	0.45	
206	28925	0 Millbrook St	0.49	
207	28926	0 Millbrook St	0.47	
208	28927	0 Millbrook St	0.47	
209	30951	0 Millbrook St	0.41	
210	28928	0 Millbrook St	0.44	
211	30953	602 Millbrook St	0.62	
		Acres	73.96	

Tar River Neighborhoods Area

EXHIBIT "B"

Mowing cycle will be every 2 weeks

Map #	Parcel #	Address	Acres	Notes
1	24644	207 N. Summit St	0.18	
2	18550	0 N. Summit St	0.67	End of Summit St at Tar River
3	15885	213 N. Jarvis St	0.15	
4	10723	211 N. Jarvis St	0.13	
7	08127	802 River Dr	0.15	
8	04837	803 Willow St	0.21	
9	07737	804 River Dr	0.16	
10	00556	0 River Dr	0.13	In between 804/806 River Dr
11	12907	806 River Dr	0.19	
12	12279	207 N. Harding St	0.2	
13	12437	210 N. Harding St	0.26	
14	18216	213 N. Library St	0.26	
15	15327	209 N. Eastern St	0.14	
16	32772	215 Stancill Dr	0.58	
17	20979	217 Stancill Dr	0.16	
18	63165	218 Stancill Dr	0.72	
19	05511	300 N. Ash St	1.04	Area at Ash/Willow St close to dog park
20	10009	213 N. Warren St	0.26	
21	16193	211 N. Warren St	0.19	
22	24142	209 N. Warren St	0.19	
23	15794	207 N. Warren St	0.19	
24	12543	205 N. Warren St	0.18	
25	11960	212 N. Warren St	0.29	
26	12840	210 N. Warren St	0.21	
27	18365	208 N. Warren St	0.21	
28	17120	206 N. Warren St	0.22	
29	22839	204 N. Warren St	0.21	
30	12072	202 N. Warren St	0.21	
31	11120	200 N. Warren St	0.3	
189	04804	208 N. Library St	0.15	
190	14096	204 N. Library St	0.15	
191	05595	210 N. Eastern St	0.16	
192	06005	208 N. Eastern St	0.16	
193	21013	216 Stancill Dr	0.21	
212	01323	702 Willow St	0.13	
213	07118	507 Avery St	0.35	
		Total Acres	9.3	

Pinecrest/Cedar Ln Area
Mowing cycle will be every 2 weeks

EXHIBIT "B"

Map #	Parcel #	Address	Acres	Notes
1	39355	1530 Pactolus Hwy	0.59	
2	16570	0 Mumford Rd (Old trailer park)	10	Pactolus Hwy/Mumford intersection
3	15868	3621 Cedar Dr	0.24	
5	15872	3611 Cedar Dr	0.28	
8	ROW	0 Cedar Dr	1.3	Road side/Ditch bank
9	00419	1950 Pactolus Hwy	1	
10	12982	0 Mumford Rd	0.36	Lot beside trailer park
11	22216	302 Mumford Rd	0.27	Lot beside trailer park
12	02135	0 Mumford Rd	0.28	Lot beside trailer park
13	23463	1530 Mumford Rd	0.34	Lot beside trailer park
21	42144	2020 Pactolus Hwy	0.44	
		Total Acres	15.1	

River Road/NC 33 Area
Mowing cycle will be every 2 weeks

EXHIBIT "B"

Map #	Parcel #	Address	Acres	Notes
1	45897	1078 Benjamin Dr	1.54	
2	00777	1561 Belvoir Hwy	0.49	
3	00770	1551 Belvoir Hwy	0.49	
4	29804	1531 Belvoir Hwy	0.46	
5	29805	1511 Belvoir Hwy	0.68	
6	29806	1501 Belvoir Hwy	0.51	
7	35385	1380 Perkins Rd	3.61	
8	24125	1540 Pleasant Dr	0.18	
9	22673	1540 Spring Brook Dr	0.13	
10	24113	1521 Charter Dr	0.18	
11	24994	1501 Charter Dr	0.13	
12	13356	1521 Hillsdale St	0.13	
13	13713	1500 Charter Dr	0.13	
		Total Acres	8.66	



City of Greenville, North Carolina

Meeting Date: 03/06/2023

-
- Title of Item:** Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed in PWD Contract #9
- Explanation:** The City advertised for professional services for a Mowing/Landscape Maintenance Contract (PWD Contract #9) on November 18, 2022. The solicitation included a Mowing/Landscape Maintenance Contract for specific locations (PWD Contract #9).
- The scope of work shall include litter removal, edging, finish mowing, weed trimming, and clipping/debris removal for all areas listed in the attachment. Mowing cycles (which include both litter removal and then mowing) are based on a bi-weekly schedule with mowing beginning on April 1st and lasting through November 1st.
- The contract will begin upon issuance of a Notice to Proceed and last through December 31, 2023. The contract may be extended by the City for two (2) additional one (1) year terms, for a maximum term of three (3) years.
- On December 29, 2022, staff received two (2) proposals in response to the invitation to bid. JDR Lawn Care, Inc. was the lowest responsible, responsive bidder.
- Fiscal Note:** The City will enter into a contract with JDR Lawn Care, Inc. in the amount of \$2,890 per mowing cycle at an estimated cost of \$46,240 annually and \$142,923.22 for a three (3) year period beginning FY 2024 and ending FY 2027. Funding for this contract is provided through the Public Works operational budget.
- Recommendation:** City Council award a landscape maintenance contract to JDR Lawn Care, Inc. in the amount of \$142,923.22 (three-year amount). The annual amount is expected to be \$46,240.
-

ATTACHMENTS

- [📄 2023 Bid Tab Contract #9.pdf](#)
- [📄 Signed Mowing Contract #9 \(JDR\).pdf](#)
- [📄 ITB 222315 City Wide Right.pdf](#)
- [📄 MOWING & LANDSCAPE CONTRACT 9 EXHIBIT B.pdf](#)

**City of Greenville Public Works Department
Bid Tab**

Contractor Name	Contractor Reference Sheet	Contractor Data Sheet	E-Verify Form	Addenda Acknowledged	Total Bid Price
WAC Corporation of Greenville	Included	Included	Included/Complete	Yes	\$4,500/cycle
JDR Lawn Care, Inc	Included	Included	Included/Complete	Yes	\$2,890/cycle
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Bid Certified by : M. Turner
Building Facilities Coordinator

Signature: *Michael Turner*

Date: 02/06/2023



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

City Wide Right-of-Ways Mowing Contract #9

THIS Agreement made and entered into as of the ____ day of _____ 20__ by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and JDR Lawn Care, Inc., a corporation, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the “Contractor” whose primary offices are located at 607 Washington St Williamston, NC 27892.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of certain professional services; and

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Consultant/Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. **DESCRIPTION OF WORK REQUIRED**

The Consultant/Contractor shall provide mowing services for City Wide Right-of-Ways Mowing Contract #9, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid #22-23-15 and amendments, if any, said work being hereinafter referred to as the “Work”. The ITB 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/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. **WORK STANDARDS**

The Consultant/Contractor will perform mowing the designated right-of-ways in mowing contract #9 with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. **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/Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s ITB attached hereto as Exhibit A; and
4. Consultant/Contractor’s Proposal attached hereto as Exhibit B.

I.D. **SUBCONTRACTS**

The Consultant/Contractor and/or sub-consultant will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.

I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant's engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE CITY

II.A. DATA AND SERVICES

- II.A.1. The City's project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the Building and Grounds Superintendent or their designee. If assistance or further information is needed, the Contractor/Consultant shall contact the Building and Grounds Superintendent or their designee at (252) 329-4522 or the Public Works Complex, 1500 Beatty Street, Greenville, NC. All directions and communications from the City to the Contractor/Consultant shall be through the Building and Grounds Superintendent or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks, which may include, but is not limited to the following:
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City's data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor's custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than seven (7) days following written a "Notice to Proceed" to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire ***December 31, 2023***.

This Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years, starting on January 1st and ending on December 31st of the same year.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City’s Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

Performance of Work by City. If Contractor/Consultant fails to perform the Work in accordance with the schedule required by this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give Contractor/Consultant notice of its intention. Contractor/Consultant shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – Mowing Contract #9 City Wide Rights-of-Ways, a monthly pay at the rate of:

\$2,890 per mowing cycle (April 1 – November 1)

Payment shall be based upon the areas completed by the Consultant/Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request **MUST** be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

IV.B. PAYMENT

Upon receipt of invoices and appropriate supporting documentation by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City. The City does not agree to the payment of late charges or finance charges assessed by the Consultant/Contractor for any reason. Invoices are payable in U.S. funds.

The Consultant/Contractor shall pay subcontractors for work performed within seven (7) days after Consultant/Contractor receives payment from the City for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the City to withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: *Building Facilities Coordinator, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to mturner@greenvillenc.gov

It shall be the responsibility of the Consultant/Contractor and all sub-consultants to keep records of all payments requested and the dates received. The STATE may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

The City may terminate this Agreement at any time upon any of the following grounds:

V.A.1. **DEFAULT.** The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.

V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the

extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.

V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **CONSULTANT/CONTRACTOR'S RESPONSIBILITY**

V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.

- V.B.3. Consultant/Contractor 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/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. **INDEMNIFICATION, INSURANCE AND WARRANTIES**

V.C.1. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor 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.

V.C.2. **INSURANCE:**

The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
 Bodily Injury by Disease \$1,000,000 policy limit.
 Bodily Injury by Disease \$1,000,000 each employee.

b. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

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

c. Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. 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.
- iii. 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.

V.C.3 WARRANTIES (APPLICABLE TO CONTRACTS FOR SALE OF GOODS)

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

- (i) actual or alleged infringement of any such patent, trademark, or other rights; or
- (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this Agreement.

Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may, at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must:

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor 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.

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the STATE and other agencies on adjacent projects, as necessary.

V.F. **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 P.O. Box 7207 Greenville, NC 27835 Attn: Building and Grounds Superintendent	Consultant/Contractor: JDR Lawn Care, Inc. 607 Washington St Williamston, NC 27892 Attn: Jamaul Rodgers
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V.G. **ADDITIONAL PROVISIONS**

V.G.1. **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/Contractor 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.

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor 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.

Consultant/Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The Consultant/Contractor 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/Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

The Consultant/Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant/Contractor utilizes a Subcontractor, the Consultant/Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant/Contractor represents that the Consultant/Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Consultant/Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Consultant/Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Consultant/Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The Consultant/Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

V.G.8. **AMENDMENTS AND WAIVER**

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.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The Consultant/Contractor is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

V.G.10. **CHOICE OF LAW AND VENUE**

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. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.G.11. **AUTHORITY TO CONTRACT**

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/Contractor,

the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant/Contractor as the act of the said Consultant/Contractor.

V.G.12. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

V.G.13. **CONFLICT OF INTERESTS**

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

V.G.14. NON-APPROPRIATION OF FUNDS

Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15. RECORD RETENTION

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16. CONFIDENTIALITY

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the

public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.G.18 **COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.19 **THIRD PARTY RIGHTS**

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

V.G.20 **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.**

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. **ENTIRE AGREEMENT**

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this Agreement or define or limit any of the terms or provisions hereof.

V.G.23 **DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN**

If applicable, the Consultant/Contractor's shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Consultant/Contractor's shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor's shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

V.G.25 **E-SIGNATURE AUTHORITY**

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26 **CITY MANAGERS AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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 010-01-55-61-000-000-528385

PROJECT CODE (IF APPLICABLE) N/A

[Vendor Signature Page Follows]

JDR Lawn Care, INC
Vendor Number: 10736

Munis Contract # _____

SIGNATURE OF VENDOR

JDR Lawn Care Inc

FULL NAME OF VENDOR

(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

VENDOR:

BY:


SIGNATURE

President
TITLE

2/1/2023
DATE

INVITATION TO BID
BID # 22-23-15

CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDING AND GROUNDS DIVISION
CONTRACT # 9 CITY WIDE RIGHT OF WAY MOWING
CITY OF GREENVILLE, NORTH CAROLINA



Pre-Bid Meeting: **Monday, November 28, 2022 at 1:00 pm**
Public Works Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: **Thursday, December 29, 2022 at 2:00 pm**
Public Works Conference Room
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:
Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:
Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDING AND
GROUNDS DIVISION CITY WIDE RIGHT OF WAY MOWING"**

The City of Greenville, NC is requesting bids for "Public Works Department City Wide Right of way Mowing/Landscape Contract # 9" as listed on Exhibit "B" of this request for bids. The scope of work will include litter removal, finish mowing, weed trimming, and clipping removal on each contract area per scope of work and specifications.

Contract # 9-Right of Way Mowing (Every two week cycle):

Sealed bids will be received by the City of Greenville until **Thursday, December 29, 2022 at 2:00 pm** at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27834 with the **Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Mowing Contract #9 Bid** written on the outside of the sealed envelope. Bids will be not be opened and read aloud at this time.

A Pre-bid Conference will be held at the Public Works Conference Room located at 1500 Beatty Street on **Monday, November 28, 2022 at 1:00 pm**. The City of Greenville reserves the right to reject any or all bids, waive any informality, and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement until the date and time the proposals are due, the specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of the City of Greenville Financial Services Manager, 201 W. Fifth Street, Greenville, NC, or at the Public Works Department located at 1500 Beatty Street, Greenville N.C., during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

Wanda House, Financial Services Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
Building and Grounds Division City Wide Right of Way Mowing
Location: Greenville N.C.**

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to contract award on this contract.**
- 2. It is expressly understood by the contractor offering a proposal after a written notice of award by the City, a written contract will be required to be executed, and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. 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.**
- 5. Questions regarding the specifications or mowing areas for City of Greenville Public Works Department Right of Way Mowing Contract shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**
- 6. By submitting a proposal for the Contractor to provide City of Greenville Public Works Department right-of way/facility mowing/maintenance, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 7. Contractor must comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.**
- 8. It is expected that contract would begin around April 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract, or the approval/signature process, or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information must be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**

10. All Greenville city-wide rights-of-way or city facility mowing, or landscaping, must be performed Monday – Saturday during daylight hours. Mowing on Sunday is NOT permissible.
11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
12. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT RIGHT OF WAY
MOWING BUILDING AND GROUNDS CONTRACT # 9**

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal, edging, finish mowing, weed trimming, and clipping/debris removal for all areas listed on Exhibit "B" of this request for bids every two weeks during the mowing season, or as instructed by the City of Greenville.**
- 1.2 The total bid amount per mowing cycle shall be included on the Request for Bid sheet. A cycle includes mowing all locations listed on Exhibit "B" of this request for bids one time.**
- 1.3 Mowing and Debris/Litter removal will include medians and on either side of traffic lane to fencing, woods line, City/State Rights-of-way line, and railroad rights-of-way, depending on need of the location indicated on the mowing location list. The mowing location listed will give specific direction or will indicate ROW (rights-of-way) only. If ROW only is indicated, mow 10' from street curb or 10' behind the sidewalk (or to woods line, fence, or slope that prevents mowing 10 feet).**

2.0 GENERAL:

- 2.1 Areas of work are to be mowed every two weeks and started and completed within a week period (Monday-Saturday). Mowing frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.2 All mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in ten (10) days.**

- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

3.0 RIGHT OF WAY MOWING:

- 3.1 The contractor is expected to remove scattered debris, litter and limbs PRIOR to mowing, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of illegally dumped material.**
- 3.2 The contractor is responsible for removing from each site and properly disposing of all tree limbs of six (6) inch diameter and below. The contractor is not responsible for tree limbs placed by the curb for sanitation collection by residents.**
- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.**
- 3.4 All areas will be finish mowed at two and one-half (2.5) inches in height. Areas where large riding mowers are not proper or feasible must be mowed with push mowers or properly sized equipment.**
- 3.5 Herbicide spraying will NOT be allowed in these areas.**
- 3.6 Weed trimming must be performed around all poles, trees, signs and along the fence areas.**
- 3.7 Edging must be performed on each cycle along sidewalks, medians, and curbs. Edging can be performed with string trimmer or edger.**
- 3.8 Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to another work site.**
- 3.9 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to another work site. All debris, limbs, or litter in mulch areas must be removed prior to completion of each mowing/maintenance cycle.**
- 3.10 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor**

in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.

- 3.11 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to cut.**

4.0 PAYMENT AND BID:

- 4.1 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.**
- 4.2 The contract period this year will be from approximately April 1, 2023 to December 31, 2023. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on January 1st and ending December 31st.**
- 4.3 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. The City will render payment within thirty days of receipt of an approved invoice.**
- 4.4 Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 4.5 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.**
- 4.6 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.**
- 4.7 Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office, Tish Williams, at (252) 329-4462.

4.8 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

- 4.9** The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.

- 4.10** Contractor must complete a new vendor self-service profile and associated documents as required upon acceptance of mowing contract.

5.0 WORKERS COMPENSATION AND INSURANCE:

- 5.1** The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.
- 5.2** The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for -damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than

\$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the City of Greenville named as an additionally insured on all coverage before beginning work. Certificate of insurance must be emailed to Michael Turner, Building Facilities Coordinator, at mturner@greenvillenc.gov and be maintained of file during the contract period. All insurance must be maintained during the duration of the contract.

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.**
- 5.4 Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.**
- 5.5 The contractor shall furnish the owner with satisfactory proof of insurance required before award of contract. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:**

**Michael Turner
Building Facilities Coordinator
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834
Email: mturner@greenvillenc.gov**

6.0 DAMAGE TO CONTRACTORS PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.**
- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.**

- 6.3** It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
- 6.4** The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 AMENDMENTS, ADDENDUMS, OR QUESTIONS:

- 7.1 Addendum:** Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addenda on the bid sheet.
- 7.2 Amendment:** The contract may be amended from time to time through written agreement by both parties.
- 7.3** Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov
- 7.4** Schedule for questions and addenda:

Last date to submit a question: **Thursday, December 15, 2022 by 5 p.m.**
 Questions will be answered via addenda posted on the City's website answered by: **Thursday, December 22, 2022 by 5 p.m.**

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

- 8.1** The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/government/financial-services/purchasing on the City of Greenville's webpage.

9.0 E-VERIFY COMPLIANCE:

- 9.1 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.**
- 9.2 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.**

10.0

IRAN DIVESTMENT ACT:

- 10.1 Vendor 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 vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.**

11.0 NON-DISCRIMINATION:

- 11.1 The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.**

12.0 NON-COLLUSION:

- 12.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.**

13.0 FEDERAL LAW:

13.1 Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

14.0 WITHDRAWAL OF PROPOSALS:

14.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

15.0 REFERENCE INFORMATION:

15.1 All bidders must provide a list of three (3) client references of similar right of way, facility, or traffic related mowing projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the bid sheet.

16.0 CONTRACTOR INFORMATION:

16.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.



Contractor Reference Information

1. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

2. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

3. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

****Include with bid package****



Contractor Data Form

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

**Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

****Include with bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications.

Description

Bid

**Contract # 9 Mowing Bid per cycle
(Approximately April 1- November 1)**

Note 1: Definition of per cycle is one complete mowing per specifications of all locations listed on "Exhibit "B" of this request for bids.

Addendum Acknowledgement:

Please record each Addendum Number Received: _____

Bid Submitted By:

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include with bid package****

STATE OF NORTH CAROLINA
CITY OF GREENVILLE

AFFIDAVIT

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

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville
Signed and sworn to (or affirmed) before me, this the _____
Day of _____, 20__.
My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include with bid package****

City Right of Way Mowing (Contract #9)

Number	Location	Notes or Comments
1	408 block Oak Grove Ave. to 404 Oak Grove Ave.	ROW only
2	100 Block of Oak Grove Ave. from Fleming School Rd. to end vacant lot	ROW only
3	Easy St. from ECU bus station to Hwy 11 (Memorial Dr.)	ROW only
4	608 Greenfield Blvd around cul-de-sac to Noah Arc Church	ROW only
5	305 Haw Rd. to 209 Haw Rd.	ROW only
6	203 Haw Rd. to 800 block Belvoir Rd.	ROW only
7	1800 block Hop Tyson Rd. to 600 block Belvoir Rd. (All Vacant lots on circle road)	Vacant lot ROW only
8	200 Pollard from Hubert to 1st House	ROW only
9	Woodside from 307 to 311	ROW only
10	W. Gum Rd. from Memorial Dr. to 204 W. Gum Rd.	ROW only
11	Holbert from W. Gum to Pollard	ROW only
12	1200 block Melody Ln. to 100 Block Dudley to FedEx complex	ROW only
13	1200 block Melody Ln. to Matthew Lewis Park	Mow to Railroad ROW
14	1200 block Legion St to 1008 Legion St.	ROW only
15	"Pinecrest" 1400 block Mumford Ed to 1800 block Pactolus Hwy.	ROW only
16	4600 block North Creek Dr. to 4640 North Creek Dr.	Vacant Lot ROW only
17	500 block Moye Blvd. to 517 Moye Blvd.	Vacant Lot ROW only
18	2100 block Hemby Ln. to SECU	Vacant Lot ROW only
19	2210 Hemby Ln. to Woodline	Vacant Lot ROW only
20	2223 Hemby Ln. to start of Woodline and to the end of Woodline	Vacant Lot ROW only
21	2100 block Herbert Ct to 2400 block Hemby Ln. to Fire Dept.	Vacant Lot ROW only
22	801 W.H. Smith Blvd to RR track and from RR track to Physician East	Vacant Lot ROW only
23	1006 W.H. Smith to 1026 W.H. Smith	Vacant Lot ROW only
24	1025 W.H. Smith to Dickinson Ave. to Dominos	ROW only
25	300 block Spring Forest Rd leftside to Woodline to RR tracks	ROW only
26	300 block Spring Forest Rd. right side to end of Woodline	ROW only
27	Spring Forest Rd. Breckenridge Court Apt. to 3700 block Nantucket Rd	ROW only
28	Spring Forest Rd. from Nursing Home to end of Woodline	ROW only
29	Spring Forest Rd. from 1004 Spring Forest Rd to 2800 block Dickinson Ave	ROW only
30	Wood line next to 3913 Colony Woods Dr.	ROW only
31	Mall Dr. from Greenville Blvd to Academy Sports	ROW only
32	900 block McLawhorn along Woods ROW	ROW only
33	Frontgate Dr. from Accucopy to Dead End on Left side	ROW only
34	Front gate Dr. from Greenville Blvd to Apartments on Right Side	ROW only
35	1000 block Peed Dr. leftside vacant lot ROW	ROW only
36	3600 block Baywood Ln. vacant lot between 3600 & 3500 block	ROW only around whole lot
37	600 Block Whitley Dr. both sides to Firetower Rd.	ROW only
38	100 block South Square both sides	ROW of spur off S. Square also
39	200 block South Pointe Dr to dead end and cul-de-sac	ROW only
40	500 block South Pointe Dr left side to 400 block Sedona Dr.	ROW only
41	500 block South Pointe Dr to 517 South Pointe Dr to Sedona Dr dead end	row only
42	Sedona Dr dead end to 405 South Pointe Dr.	Row only
43	341 South Pointe Dr to 333 South Pointe Dr	Row only
44	329 South Pointe Dr to 305 South Pointe Dr	ROW only
45	504 block Hillshade Ct cul-de-sac (vacant lot to vacant lot)	one lot ROW
46	3929 Sedona Dr to 3941 Sedona Dr	ROW only
47	3928 Sedona Dr to 500 block South Pointe Dr	ROW only
48	600 block Chapman Rd both sides.	Vacant lots ROW only
49	600 block Dunn St to 200 block Arlington Circle	ROW only
50	203 Millbrook St to 209 Millbrook along the wood line	ROW only
51	294 Millbrook ROW of Vacant Lot	ROW only
52	308 Millbrook St to 406 Millbrook - curb to No Trespassing sign	ROW only
53	408 Millbrook St to 504 Millbrook St - curb to No Trespassing sign	ROW only
54	600 Millbrook St to 604 Millbrook St - curb to No Trespassing sign	ROW only

City Right of Way Mowing (Contract #9)

Number	Location	Notes or Comments
55	3709 Ashcroft Dr to 2005 Coleman Dr	ROW only
56	2002 Coleman Dr to 2004 Coleman Dr (Includes guardrail)	ROW only
57	Ashcroft from Firetower to Wickham	Vacant Lots only
58	604 Kings Rd to 616 Kings Rd to wood line	ROW only
59	611 Kings Rd - curb to beginning to end of wood line	ROW only
60	4200 block Dunhagan Rd to 4202 Dunhagan Rd	ROW only
61	4109 Dunhagan Rd to 4013 Dunhagan Rd	ROW only
62	Arlington Boulevard from Firetower to Greenville Blvd.	Vacant Lots ROW only
63	1600 block Wimbledon Dr to dead end on the right	ROW only
64	1567 Wimbledon Dr to 1429 Wimbledon Dr	ROW only
65	600 Cromwell Dr to 600 block Remington Dr to deadend (Median at entrance too)	ROW only
66	Forest Hill from Greenville Blvd to 1900 Brook ROW to top of ditch	ROW only
67	1509 Greenville Blvd to RR track to wood line	ROW only
68	Memorial Baptist Church on Greenville Blvd to RR track	ROW only
69	1800 Greenville Blvd to 816 Greenville Blvd - Autozone	ROW Only
70	208 Oxford Rd to 216 Oxford Rd - all little vacant lots by both bridges	ROW only
71	300 block Oxford Rd to 324 Oxford Rd by RR tracks	ROW only
72	306 King George Rd to 308 King George Rd to wood line	ROW only
73	311 King George Rd to 313 King George Rd to wood line	ROW only
74	204 Riverhill Dr to 400 Riverhill Dr to wood line	ROW only
75	2600 block River Chase Dr ROW across from 2604 only	ROW only
76	Verdant Dead End along Woodsline	ROW only
77	900 block Greensprings Dr to 5th Street by the bridge	ROW only
78	Greensprings from 5th to Heath Right Side ROW	ROW only
79	Greensprings from 5th to Heath Left Side Vacant ROW only	ROW only
80	10th Street Vacant Rights of Way from 5th Street to Ernul Street	ROW -Vacant areas only
81	W. Berkley From Elmhurst Elementary to Treemont Dr.	ROW to Woodsline
82	5th Street woodline from Wahl Coates School to Greensprings Park	ROW only
83	900 block Dickinson Ave to 600 block Clark St	Vacant Lot (Has Metal Art)
84	500 block 14th St to 1300 block Clark St	Vacant Lot ROW
85	508 14th St to Beatty Street	Vacant Lots both sides Railroad
86	400 block 14th St to RR tracks at 301 14th St	Vacant Lots
87	1900 block Greene St to Howell St Vacant Lot Rights of Way	ROW only
88	1600 block Evans St from bus shelter to 500 block Clifton St	ROW only
89	Evans St from English Chapel Church to Red Banks Rd	ROW and Guardrails
90	Howell Street from McClellan to S. Greene Street Rights of Way	ROW only
91	1000 block Howell St to Funeral Home (Noland side only)	ROW only
92	S. Pitt St. Median from 14th st. to 11th st.	Median
93	S. Pitt St. from Howell Street to Railroad Dead End (Vacant Lot ROW)	ROW only
94	911 Norris St to 300 block Skinner St to automatic gate on the left only	ROW only
95	500 block Skinner St to 600 block Griffin St	ROW only
96	McClellan St from Howell St. to 1800 McClellan - right side only	ROW only
97	1911 McClellan St - vacant lot	ROW only
98	401 Deck St to 209 Deck St - vacant lots	ROW only
99	1900 block Pitt St to 300 block Deck St - vacant lots	Vacant Lots ROW Only
100	1900 block Greene St to 200 block Deck St - both side of Evans St	ROW only
101	1900 block Greene St to 200 block Arthur St - right side	Right side to Deck
102	200 block Arthur St from bus stop vacant lot to S. Pitt vacant lot	ROW only
103	2200 block Lone St to 300 block Truman St to 200 block May St	ROW only
104	100 block Truman St to 100 block West St right side along the fence	ROW only
105	2700 Block of Sunset Lane from Hillcrest to Dai Discount Auto	ROW of vacant lot only
106	100 block Maxwell St to Department of Public Safety entire fence line	ROW only
107	423 3rd St to 415 3rd St - vacant lot & right of way	ROW only
108	Probation Office on 3rd St to 210 New St	3rd st. to RR

City Right of Way Mowing (Contract #9)

109	504 3rd St to 300 block Elizabeth St	ROW only
110	803 Colonial Ave - vacant lot	ROW only
Number	Location	Notes or Comments
111	802 Colonial Ave to 111 Vance St	ROW only
112	900 block Fairfax Ave to 1000 Fairfax Ave	ROW only
113	1112 Fairfax Ave to 102 Tyson St	ROW only
114	200 block Tyson St & 1100 block Colonial Ave - vacant lot	ROW only
115	1300 block Colonial Ave to 200 block Ford St - vacant lot	ROW only
116	1305 Fairfax Ave - vacant lot	ROW only
117	1310 Colonial Ave to 1402 Colonial Ave - vacant lot	ROW only
118	4th and Latham Vacant Lot Rights of Way	ROW both streets
119	200 Nash St - vacant lot	ROW only
120	203 Nash St to 207 Nash St - vacant lot	ROW only
121	305 Hudson St vacant lot to 1309 3rd St vacant lot	ROW only
122	400 block Hudson St & 1300 block 4th St - vacant lot	ROW only
123	400 block Ford St & 1200 block 4th St - both vacant lots across each other	ROW only
124	306 Tyson St - vacant lot (intersection with 4th st.)	ROW only
125	511 Ford St - vacant lot & 600 block Ford St & 1300 block 6th St.	ROW only
126	1100 block 6th St & 600 block Sheppard St - vacant lots	ROW only
127	500 block Davis St to 911 Imperial St	ROW only
128	911 Imperial St to 905 Imperial St - vacant lot	ROW only
129	1107 Douglas Ave to 1101 Douglas Ave - vacant lot	ROW only
130	600 block Carolina Ave to 700 block Pamilco Ave - vacant lot	ROW only
131	600 block Albemarle ave tp 600 block Bonners Ln to RR tracks on 5th St	ROW only
132	1311 Chestnut St - vacant lot (to 14th around whole lot)	ROW only
133	109 Raleigh Ave - vacant lot	ROW only
134	Higgs St. from Chestnut to Dickinson (fenceline to fenceline)	ROW on both sides
135	14th Chestnut to Myrtle	ROW only
136	Chestnut and Pennsylvania Vacant Lot	ROW only
137	Myrtle and Manhattan Vacant Lot	ROW only
138	Myrtle from 14th to Dead End	ROW only
139	1800 block Chestnut St & 200 block Skinner St - vacant lot	ROW only
140	1600 block Spruce St & 400 block Manhatten Ave - vacant lot	ROW only
141	400 block Line Ave & 500 block Watauga Ave - vacant lot	ROW only
142	1700 block Lincoln Dr & 600 block Bancroft Ave - vacant lot	ROW only
143	1500 block 14th Ave & 800 block Tyson St - vacant lot (point at school too)	ROW only/Point in road
144	100 block Watauga Ave to 1500 block Broad St - vacant lot	ROW only
145	1505 Broad St to 204 Ridgeway St - vacant lot right of way	ROW only
146	204 Ridgeway St to 205 Ridgeway St - along fence line around cul-de-sac	ROW only
147	1400 block Broad St & 100 block Wade St - both vacant lots	ROW only
148	100 block Wade St to 1400 block Dickinson Ave	ROW only
149	1241 Westpointe to Stantonsburg rd.	ROW only
150	North Creek Dr. from Old Creek Rd to cul-de-sac	Vacant lot ROW only
151	W. 5th St/Albemarle intersection up to Frat house	ROW only
152	14th St from Tuckahoe Dr to Firetower Rd	ROW only
153	14th St from Brownlea Dr to Greenville Blvd	ROW only



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Contract award for professional services for Landscape and Turf Maintenance Contract for the 10th Street Corridor, PWD Contract #10

Explanation: The City advertised for professional services for Landscape and Turf Maintenance Contracts (PWD Contract #10) on November 18, 2022. The solicitation included a Landscape and Turf Maintenance Contract for the 10th Street Corridor (PWD Contract #10).

The scope of work includes litter removal, clipping removal, weed trimming, pruning, fertilization, weeding, herbicide application, edging, mowing, plant removal, mulch maintenance, leaf removal, and edging on the 10th Street Corridor scope of work and specifications. Maintenance cycles are based on weekly schedules.

The contract will begin upon issuance of a Notice to Proceed and last through December 31, 2023. The contract may be extended by the City for two (2) additional one (1) year terms, for a maximum term of three (3) years.

On December 29, 2022, staff received one (1) proposal in response to the invitation to bid. WAC Corporation of Greenville was the lowest responsible, responsive bidder.

Fiscal Note: The City will enter into a contract with WAC Corporation of Greenville, in the amount of \$3,000 per month at an estimated cost of \$36,000 annually and \$111,272.40 for a three (3) year period beginning FY 2024 and ending FY 2027. Funding for this contract is provided through the Public Works operational budget.

Recommendation: City Council award a landscape maintenance contract to WAC Corporation of Greenville, in the amount of \$111,272.40 (three-year amount).

ATTACHMENTS

- [📄 2023 Bid Tab Contract #10.pdf](#)
- [📄 Signed Mowing Contract #10 \(WAC\).pdf](#)
- [📄 ITB 222316 Landscape Maint.pdf](#)
- [📄 LANDSCAPE & TURF MAINT CONTRACT 10 -MAPS - FINAL.pdf](#)

Bid Tab

Contractor Name	Contractor Reference Sheet	Contractor Data Sheet	E-Verify Form	Landscape Contractor & Pesticide License	Addenda Acknowledged	Total Bid Price
WAC Corporation of Greenville	Included	Included	Included/Complete	Yes	Yes	\$3,000/month
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Bid Certified by : M. Turner
Building Facilities Coordinator

Signature:

Date: 02/06/2023

Michael Turner



Find yourself in good company

AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

Turf/Landscape Maintenance for 10th Street Corridor Mowing Contract #10

THIS Agreement made and entered into as of the ____ day of _____ 20__ by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and WAC Corporation of Greenville, a corporation, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the “Contractor” whose primary offices are located at PO Box 2312 Greenville, NC 27836.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of certain professional services; and

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Consultant/Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant/Contractor shall provide mowing services for Turf/Landscape Maintenance of 10th Street Corridor Contract #10, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid #22-23-16 and amendments, if any, said work being hereinafter referred to as the “*Work*”. The ITB 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/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant/Contractor will perform turf/landscape maintenance for 10th street corridor in mowing contract #10 with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. 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/Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s ITB attached hereto as Exhibit A; and
4. Consultant/Contractor’s Proposal attached hereto as Exhibit B.

I.D. SUBCONTRACTS

The Consultant/Contractor and/or sub-consultant will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

- I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant's engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE CITY

II.A. DATA AND SERVICES

- II.A.1. The City's project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the Building and Grounds Superintendent or their designee. If assistance or further information is needed, the Contractor/Consultant shall contact the Building and Grounds Superintendent or their designee at (252) 329-4522 or the Public Works Complex, 1500 Beatty Street, Greenville, NC. All directions and communications from the City to the Contractor/Consultant shall be through the Building and Grounds Superintendent or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks, which may include, but is not limited to the following:
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City's data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor's custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than seven (7) days following written a "Notice to Proceed" to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire **December 31, 2023**.

This Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years, starting on January 1st and ending on December 31st of the same year.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City’s Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

Performance of Work by City. If Contractor/Consultant fails to perform the Work in accordance with the schedule required by this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give Contractor/Consultant notice of its intention. Contractor/Consultant shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – Mowing Contract #10 Turf/Landscape Maintenance for 10th Street Corridor, a monthly pay at the rate of:

\$3,000 per month (April 1 – December 31)

Payment shall be based upon the areas completed by the Consultant/Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request MUST be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

IV.B. PAYMENT

Upon receipt of invoices and appropriate supporting documentation by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City. The City does not agree to the payment of late charges or finance charges assessed by the Consultant/Contractor for any reason. Invoices are payable in U.S. funds.

The Consultant/Contractor shall pay subcontractors for work performed within seven (7) days after Consultant/Contractor receives payment from the City for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the City to withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: *Building Facilities Coordinator, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to mturner@greenvillenc.gov

It shall be the responsibility of the Consultant/Contractor and all sub-consultants to keep records of all payments requested and the dates received. The STATE may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

The City may terminate this Agreement at any time upon any of the following grounds:

V.A.1. **DEFAULT.** The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.

V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the

extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.

V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **CONSULTANT/CONTRACTOR'S RESPONSIBILITY**

V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.

- V.B.3. Consultant/Contractor 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/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. **INDEMNIFICATION, INSURANCE AND WARRANTIES**

V.C.1. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor 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.

V.C.2. **INSURANCE:**

The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease \$1,000,000 policy limit.

Bodily Injury by Disease \$1,000,000 each employee.

b. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

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

c. Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. 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.
- iii. 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.

V.C.3 WARRANTIES (APPLICABLE TO CONTRACTS FOR SALE OF GOODS)

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

- (i) actual or alleged infringement of any such patent, trademark, or other rights; or
- (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this Agreement.

Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may, at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must:

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor 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.

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the STATE and other agencies on adjacent projects, as necessary.

V.F. **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:	Consultant/Contractor:
City of Greenville	WAC Corporation of Greenville
P.O. Box 7207	PO Box 2312
Greenville, NC 27835	Greenville, NC 27836
Attn: Building and Grounds Superintendent	Attn: Corey Handley

V.G. **ADDITIONAL PROVISIONS**

V.G.1. **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/Contractor 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.

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor 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.

Consultant/Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The Consultant/Contractor 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/Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

The Consultant/Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant/Contractor utilizes a Subcontractor, the Consultant/Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant/Contractor represents that the Consultant/Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Consultant/Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Consultant/Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Consultant/Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The Consultant/Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

V.G.8. **AMENDMENTS AND WAIVER**

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.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The Consultant/Contractor is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

V.G.10. **CHOICE OF LAW AND VENUE**

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. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.G.11. **AUTHORITY TO CONTRACT**

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/Contractor,

the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant/Contractor as the act of the said Consultant/Contractor.

V.G.12. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

V.G.13. **CONFLICT OF INTERESTS**

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

V.G.14. NON-APPROPRIATION OF FUNDS

Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15 RECORD RETENTION

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16 CONFIDENTIALITY

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the

public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.G.18 **COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.19 **THIRD PARTY RIGHTS**

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

V.G.20 **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.**

(1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. **ENTIRE AGREEMENT**

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this Agreement or define or limit any of the terms or provisions hereof.

V.G.23 **DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN**

If applicable, the Consultant/Contractor's shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Consultant/Contractor's shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor's shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

V.G.25 **E-SIGNATURE AUTHORITY**

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26 **CITY MANAGERS AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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 010-01-55-61-000-000-528385

PROJECT CODE (IF APPLICABLE) N/A

[Vendor Signature Page Follows]

WAC Corporation of Greenville

Vendor Number: 8326

Munis Contract # _____

SIGNATURE OF VENDOR

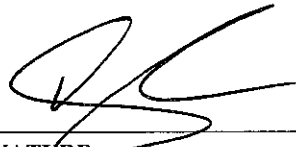
WAC Corporation of Greenville

FULL NAME OF VENDOR

(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

VENDOR:

BY:



SIGNATURE

President

TITLE

2-1-23

DATE

INVITATION TO BID

BID # 22-23-16

CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDING AND GROUND DIVISION

CONTRACT #10 TURF/LANDSCAPE MAINTENANCE

10TH STREET CORRIDOR

City of Greenville, North Carolina



Find yourself in good company

Pre-Bid Meeting: **Monday, November 28, 2022 at 1:00 pm**
Public Works Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: **Thursday, December 29, 2022 at 2:00 pm**
Public Works Conference Room
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:

Wanda House
Financial Services Manager
Telephone: 252-329-4462
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:

Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDING AND
GROUNDS DIVISION LANDSCAPE AND TURF MAINTENANCE"**

The City of Greenville, NC is requesting bids for "Public Works Department Landscape And Turf Maintenance Contracts" as listed below. The scope of work will include litter removal, clipping removal, weed trimming, pruning, fertilization, weeding, herbicide application, plant removal/replacement, mulch maintenance, and edging on each contract area per scope of work and specifications.

Contract # 10 – Weekly Cycle

- 10th Street Landscape and Turf Maintenance from Memorial Drive to Forest Hill Circle

Sealed bids will be received by the City of Greenville until **Thursday, December 29, 2022 at 2:00 pm** in the Public Works Department Conference Room located at 1500 Beatty Street, Greenville, NC 27835-7207 with **the Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Contract #10 Bid** written on the outside of the sealed envelope. Bids will not be opened and read aloud at this time.

A Pre-bid Conference will be held at the Public Works Conference Room located at 1500 Beatty Street on **Monday, November 28, 2022 at 1:00 pm**. The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of the City of Greenville Financial Services Manager, 201 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Purchasing Manager at whouse@greenvillenc.gov or by telephone (252) 329-4462. Minority/Women owned business are encouraged to submit proposals.

Wanda House, Financial Services Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
10th Street Corridor Landscape and Turf Maintenance
Location: Greenville N.C.**

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.**
- 2. It is expressly understood by the contractor offering a bid after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. 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.**
- 5. Questions regarding the specifications, or mowing and landscape maintenance areas for City of Greenville Public Works Department 10th Street Corridor Turf and Landscape and Turf Maintenance contract, shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**
- 6. By submitting a bid for the Contractor to provide City of Greenville Public Works Department 10th Street Corridor Turf/Landscape Maintenance, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 7. Contractor must comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.**
- 8. It is expected that work would begin around April 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information must be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**

10. All Greenville city wide right of ways, city facility mowing, or landscaping, must be performed Monday – Saturday during daylight hours. Mowing on Sunday is NOT permissible.
11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
12. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
14. The Contractor will need to show proof of a valid North Carolina pesticide license and North Carolina landscape contractors license for the 10th Street Corridor Turf and Landscape maintenance contract and include this information/documentation with the Bid package.

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT 10TH STREET CORRIDOR
TURF/LANDSCAPE MAINTENANCE
BUILDING AND GROUNDS CONTRACT # 10**

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal, clipping removal, weed trimming, pruning, fertilization, weeding, herbicide application, edging, mowing, plant removal, mulch maintenance, leaf removal, and edging for the 10th Street Corridor in this contract area per scope of work and specifications.**
- 1.2 The total monthly bid amounts shall be included on the attached Contract # 10 Request for Bids sheet as indicated.**

2.0 GENERAL:

- 2.1 Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Saturday). Mowing frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.2 All landscape bed maintenance/mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.**
- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

3.0 RIGHT OF WAY LANDSCAPE MAINTENANCE:

- 3.1 The contractor is expected to remove scattered debris, litter and limbs PRIOR to mowing, maintaining beds or tree rings, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of illegally dumped material.**
- 3.2 The contractor is responsible for removing from each site and properly disposing of all tree limbs of six (6) inch in diameter and below.**
- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.**
- 3.4 Herbicide spraying WILL be allowed in these areas. Contractor must provide a copy of their North Carolina pesticide license via email to Michael Turner, Building Facilities Coordinator, PRIOR to award of contract. Each company must be licensed in the required categories for the specified work in this contract area.**
- 3.5 Mechanical edging must be performed on each cycle along sidewalks, medians, curbs and along landscape beds and tree rings. Edging can be performed with mechanical edger or edging shovel.**
- 3.6 Weed trimming must be performed around all poles, trees and signs.**
- 3.7 Clippings and debris scattered into the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots, vehicles, landscape beds/tree rings, or structures.**
- 3.8 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.**
- 3.9 The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to maintain.**

- 3.10 All turf areas will be finished mowing at two and one-half (2.5) inches in height. Areas where large riding mowers are not proper or feasible must be mowed with push mowers or properly sized equipment.
- 3.11 Contractor must not park on any median and/or affect normal traffic flow along designated streets.
- 3.12 The following landscape maintenance services shall be provided by the contractor for:
- **Pruning of Shrubs/Groundcovers**
 1. Shrubs and groundcovers must be trimmed in the appropriate manner for type of plant material and landscape design at appropriate times for the plant.
 2. A pruning plan will be developed by the City and Contractor prior to pruning of shrubs and groundcovers within this contract.
 3. Pruning of shrubs should be monthly to maintain the planned design for plantings.
 4. Pruning will include deadheading of perennials and removal of dead stalks, or leaves at least one time per month
 5. Cut back perennials and groundcovers as species requires prior to spring growing season.
 6. Liriope must be cut back in February. Cut back Liriope in a manner to avoid damaging the crown of Liriope and remove all clippings and debris immediately after pruning.
 7. Shrubs and groundcovers must be trimmed to avoid encroachment of the curb, streets, or sight lines.
 8. Remove each cycle any dead, dying, or damaged shrub limbs.
 - **Pruning of trees**
 1. Trees must be trimmed in the appropriate manner and time for type of plant material and landscape design one time per year or as directed.
 2. Pruning as directed is defined as direction from the City to prune in the case of safety concerns, low limbs, damage to the plant, or other reasons determined by the City.
 3. A pruning plan will be developed by the City and Contractor prior to beginning pruning of trees within this contract.
 4. Contractor is only responsible for lower limbs of large canopy trees to maintain clearance from the ground, sidewalks, streets, ornamental plantings and for safety considerations.
 5. Water sprouts or suckers must be removed from trees within the contract at least one time per month from March to November.
 6. Remove each cycle any dead, diseased, dying tree limbs within the contract area for trees contractually responsible for.

- **Litter Cleanup**
 1. Litter Cleanup is for pickup of litter and debris within the landscape beds, tree rings, and turf areas only within the contract area prior to each mowing. This also includes every two week litter pickup throughout the winter period (20 cycles) for all areas within this contract when not mowing in the same areas.

- **Mowing**
 1. Edging, utilizing a mechanical edger or string trimmer, shall be completed weekly during the mowing season for 10th Street.
 2. Mowing height shall be 2 ½ inches.
 3. Mowing will be required in all designated areas shown on the maps for 10th Street that will be provided at the mandatory pre-bid meeting.
 4. Mowing must occur weekly during the mowing season for 10th Street (32 cycles per year) and as directed by the City during winter months. Mowing season is approximately March 15th to November 1st for these areas.
 5. All mulched areas including tree rings must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating another work site.
 6. Weed trimming must be completed around all signs, trees, poles, and along fenced areas weekly during mowing season

- **Weed Control**
 1. The contractor must provide a copy of their valid pesticide licenses for pesticide application within this contract area prior to award of contract.
 2. All pesticides proposed to be applied within this contract area must be approved in advance by Michael Turner, Building Facilities Coordinator.
 3. Hand weed control will be necessary in some situations for prevention of plant damage or for immediate visual improvement.
 4. Must maintain sidewalks, concrete medians, and curb lines free of grass or weed growth.
 5. Spray bands around poles, signs, beds or along sidewalks or curbs are NOT permitted.

- **Mulch Bed Maintenance**
 1. The contractor will rake mulch in landscape beds and tree rings during maintenance activities one time per month where bare areas exist to ensure coverage of bed areas with mulch.
 2. Leaves must be removed from tree rings or beds during leaf fall periods at least every two weeks.
 3. Mulch shall not be raked against trunks of trees or base of shrubs but must be tapered to ground level at base of plants.

- **Fertilization**
 1. The City and Contractor will develop a fertilization plan for this project.
 2. The slow release fertilizer will be purchased by the City of Greenville but all labor and equipment to apply fertilizer to shrubs, trees, and groundcovers one time per year must be included in the monthly bid.
 3. Fertilization of trees, shrubs, perennials, and groundcovers are included in this contract but not the turf.
 4. The timeline for this work will be during the months of March or April.

- **Dead or Damage Shrub Removal**
 1. The contractor should remove all dead plants during each maintenance visit and notify Michael Turner, Building Facilities Coordinator, of plants removed. The contractor shall, if notified by the City, remove any dead plants within five (5) working days of notification if between maintenance visits. Repair of the area the plant was removed from will be required prior to contractor leaving the contract area or if supplies are needed within the same day of removal. Plant replacement will not be included in the monthly bid.

- **Leaf Removal**
 1. Leaves must be removed from turf, tree rings, and landscape bed areas at least every two weeks during periods of leaf drop. (4 cycles) Timing will depend on plant or tree variety.
 2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable as long as this does not create visible thatch.

Notes:

- Insect or disease control for plantings will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.

- The contractor will be required to submit a maintenance plan in writing via email to Michael Turner at mturner@greenvillenc.gov by the 20th of each month for the upcoming month. The City will respond with any questions, comments, or concerns prior to end of the month the maintenance plan is submitted. The maintenance plan must have the following components at a minimum:

- Pruning plan
- Fertilization plan including listing of materials needed.
- Herbicide application plan including herbicides proposed to be used.
- Other planned work such as mulching, edging or leaf removal
- Report of previous month maintenance notes

4.0 PAYMENT AND BID:

- 4.1 The contract period this year will be from approximately April 1, 2023 to December 31, 2023. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on January 1st and ending the last day of December.**
- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty days of receipt of an approved invoice.**
- 4.3 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 4.4 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.**
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.**
- 4.6 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.**
- 4.7 Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office, Tish Williams, at (252) 329-4462.

4.8 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

4.9 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if seems most advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.

4.10 Contractor must complete a new vendor application and associated documents as required upon acceptance of mowing contract.

5.0 WORKERS COMPENSATION AND INSURANCE:

5.1 The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.

5.2 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance

showing the City of Greenville named as an additionally insured on all coverage. Certificate of insurance must be emailed to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov and be maintained on file during the contract period. All insurance must be maintained during the duration of the contract.

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.
- 5.5 The contractor shall furnish the owner with satisfactory proof of insurance required before award of contract. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Michael Turner
 Building Facilities Coordinator
 City of Greenville
 Public Works Department
 1500 Beatty Street
 Greenville, N.C. 27834
 Email: mturner@greenvillenc.gov

6.0 DAMAGE TO CONTRACTORS PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on City

facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.

- 6.4 The successful bidder shall assume full and complete liability for any and all damages to building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 AMENDMENTS, ADDENDUMS, OR QUESTIONS:

- 7.1 **Addendum:** Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addenda on the bid sheet.

- 7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.

- 7.3 Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov

- 7.4 **Schedule for questions and addenda:**

Last date to submit a question: **Thursday, December 15, 2022 by 5 p.m.**
 Questions will be answered via addenda posted on the City's website
 answered by: **Thursday, December 22, 2022 by 5 p.m.**

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

- 8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/government/financial-services/purchasing on the City of Greenville's webpage.

9.0 E-VERIFY COMPLIANCE:

- 9.1 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.

- 9.2 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.**

10.0 IRAN DIVESTMENT ACT:

- 10.1 Vendor 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 vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.**

11.0 NON-DISCRIMINATION:

- 11.1 The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy**

12.0 NON-COLLUSION:

- 12.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.**

13.0 FEDERAL LAW:

13.1 Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

14.0 WITHDRAWAL OF PROPOSALS:

14.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

15.0 REFERENCE INFORMATION:

15.1 All bidders must provide a list of three (3) client references of similar right of way, facility, or traffic related mowing projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the bid sheet.

16.0 CONTRACTOR INFORMATION:

16.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.



Contractor Reference Information

1. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

2. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

3. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

****Include with bid package****



Contractor Data Form

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

**Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

****Include with bid package**



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications.

Contract # 10 Bid

Description

Bid

Total Monthly Bid for 10th Street Corridor _____
(Per specifications)

Addendum Acknowledgement:
Please record each Addendum Number Received: _____

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include with bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville
Signed and sworn to (or affirmed) before me, this the _____
Day of _____, 20__.
My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include with bid package****

PLANT SCHEDULE L1

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS	
LA	69	Lagerstroemia x 'Miami'	Crape Myrtle	B&B		10' HT.	Three Canes	
LN	1	Lagerstroemia x 'Natchez'	Natchez Crape Myrtle	B&B		10' HT.	Three Canes	
QN	1	Quercus nuttallii	Nuttall Oak	B&B	2" Cal	14' HT		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
BD	36	Buddleja davidii nanhoensis 'Petite Indigo' TM	Petite Indigo Butterfly Bush	Cont.	24"	12"-15"	36" o.c.	
CA	17	Clethra alnifolia 'Sixteen Candles'	Summersweet Clethra	Cont.	24"	24"	36" o.c.	
FI	10	Forsythia x intermedia 'Mindor' PP# 19,321	Show Off Forsythia	Cont.	30"	30"	54" o.c.	
IB	121	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Cont.	18"	18"	36" o.c.	
IS	4	Ilex crenata 'Steeds'	Steeds Japanese Holly	Cont.	36"	36"	60" o.c.	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
HH	46	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	Cont.	18"	18"	24" o.c.	
LM	75	Liriope muscari 'Big Blue'	Big Blue Lilyturf	1 gal	12"	12"	24" o.c.	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
EO	40,599 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	sod				
ET	9,006 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	Seed				
MULCH	7,800 SF	Double Shredded Hardwood						

PLAN LEGEND	
☒	NEIGHBORHOOD MARKER DETAIL SHEET LD 2
☼	PEDESTRIAN POST TOP LIGHT
☼	STREET LIGHT
■	SODDED LAWN ALL OTHER DISTURBED AREAS TO BE SEEDED AS PART OF ROADWAY WORK
□	SEEDED LAWN

- LANDSCAPE NOTES:
1. ALL PLANT MATERIAL SHALL COMPLY WITH 'AMERICAN STANDARDS FOR NURSERY STOCK' (ANSI Z60.1).
 2. ANY PLANT SUBSTITUTIONS OR FIELD ADJUSTMENTS SHALL BE APPROVED BY THE CITY OF GREENVILLE OR OWNER'S REPRESENTATIVE.
 3. ALL PLANTED BEDS TO BE AMENDED WITH THE SPECIFIED AMOUNT OF COMPOST AND TOPSOIL PER PROJECT SPECIAL PROVISIONS.
 4. ANY TREES NOT INCORPORATED INTO PLANT BEDS SHALL HAVE A 4' DIAMETER MULCH RING.
 5. ALL SINGLE STEM TREES SHALL BE LIMBED UP MINIMUM 6' FOR SITE DISTANCE.
 6. ALL PLANT BEDS TO HAVE MULCH LAYER PER DETAILS.
 7. ALL SODDED AND SEEDED AREAS TO BE IMPROVED VARIETY CENTIPEDE PER SPECIAL PROVISIONS.

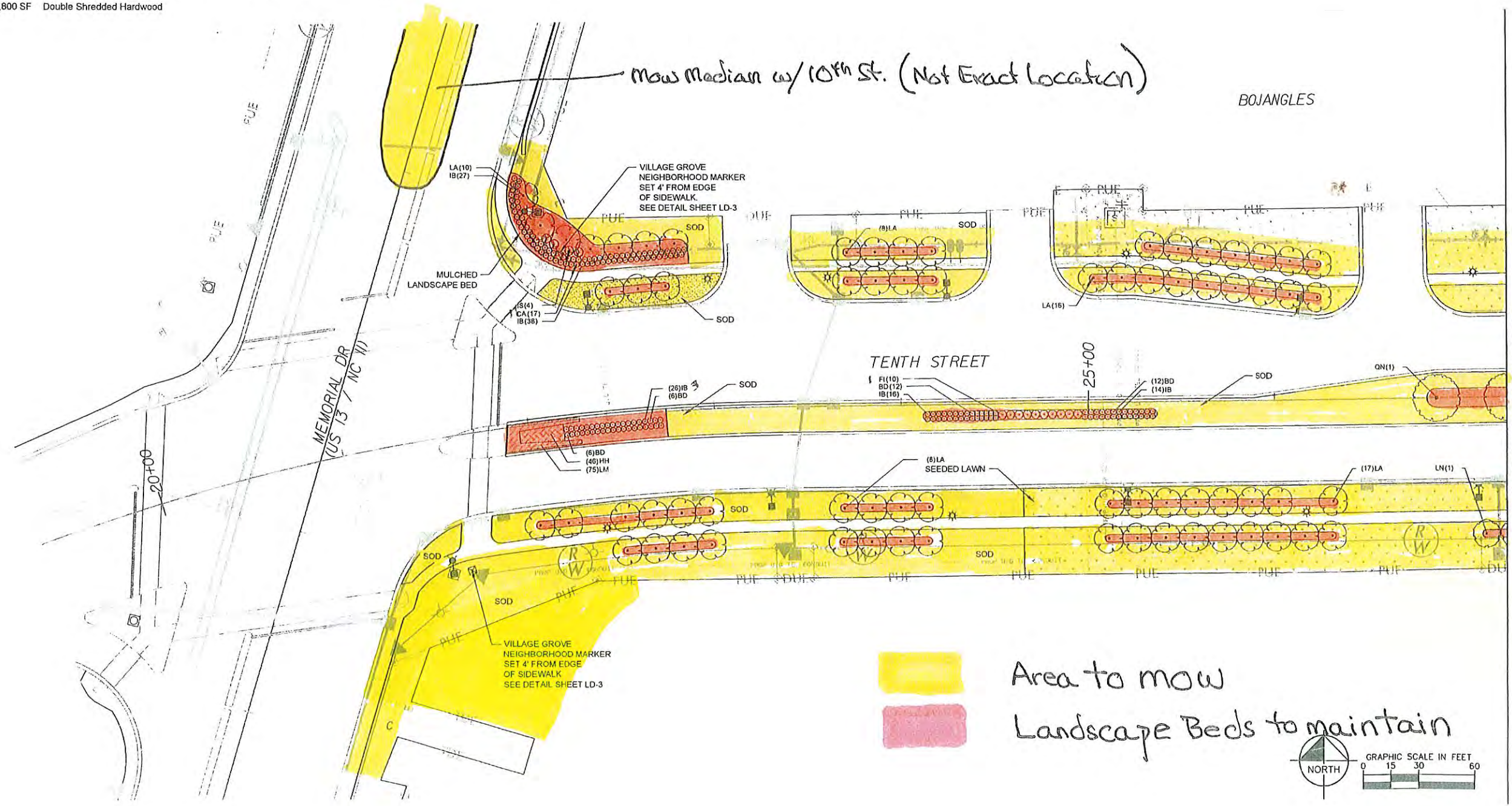
- GENERAL NOTES:
1. DESIGN SPEED : 45MPH

Kimley»Horn
Kimley-Horn
and Associates, Inc.
P.O. BOX 33068
RALEIGH, N.C. 27636

PROJECT REFERENCE NO. U-3315	SHEET NO. L 1
RW SHEET NO.	
DocuSigned by: <i>Brandon P. White</i>	LANDSCAPE ARCHITECT
6931B1C7B2D44DE	1625
5/8/2015	



REVISIONS



05-08-2015

MATCHLINE - SEE SHEET L2

PLANT SCHEDULE L3

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS	
LN	15	Lagerstroemia x 'Natchez'	Natchez Crape Myrtle	B&B		10' HT.	Three Canes	
LX	35	Lagerstroemia x 'Muskogee'	Muskogee Crape Myrtle	B&B		10' HT.	Multi-stem	
QN	10	Quercus nuttallii	Nuttall Oak	B&B	2"Cal	14' HT		
QP	15	Quercus phellos 'Hightower'	Willow Oak	B&B	2"Cal	14' HT		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
BD	17	Buddleja davidii nanhoensis 'Petite Indigo' TM	Petite Indigo Butterfly Bush	Cont.	24"	12"-15"	36" o.c.	
CA	55	Clethra alnifolia 'Sixteen Candles'	Summersweet Clethra	Cont.	24"	24"	36" o.c.	
DG	64	Cephalotaxus harringtonia 'Duke's Garden'	Duke's Garden Plum Yew	Cont.	24"	18"	54" o.c.	
IB	51	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Cont.	18"	18"	36" o.c.	
IH	129	Raphiolepis indica 'Conor' PP#9398	Eleanor Taber Indian Hawthorn	Cont.	24"	24"	36" o.c.	
NH	122	Ilex glabra 'Chamzin' TM	Nordic Holly	Cont.	24"	24"	48" o.c.	
RO	22	Rosmarinus officinalis 'Arp'	Arp Rosemary	Cont.	18"	18"	42" o.c.	
RR	23	Rosa x 'Radsunny' PP# 18562	Sunny Knockout Rose	Cont.		12"-15"	36" o.c.	
SG	3	Ilex verticillata 'Southern Gentleman'	Southern Gentleman Winterberry Holly	Cont.	36"	36"	108" o.c.	
WR	13	Ilex verticillata 'Winter Red'	Winter Red Holly	Cont.	36"	36"	84" o.c.	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
AO	359	Aster oblongifolius 'October Skies'	Aromatic Aster	Cont	12"	12"	18" o.c.	
HH	107	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	Cont.	18"	18"	24" o.c.	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
EO	24,812 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	sod				
ET	41,379 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	Seed				
MULCH	19,600 SF	Double Shredded Hardwood						

PLAN LEGEND

☒	NEIGHBORHOOD MARKER DETAIL SHEET LD 2
✳	PEDESTRIAN POST TOP LIGHT
↑	STREET LIGHT
▨	SODDED LAWN ALL OTHER DISTURBED AREAS TO BE SEEDED AS PART OF ROADWAY WORK
•	SEEDED LAWN

- LANDSCAPE NOTES:
- ALL PLANT MATERIAL SHALL COMPLY WITH 'AMERICAN STANDARDS FOR NURSERY STOCK' (ANSI Z60.1).
 - ANY PLANT SUBSTITUTIONS OR FIELD ADJUSTMENTS SHALL BE APPROVED BY THE CITY OF GREENVILLE OR OWNER'S REPRESENTATIVE.
 - ALL PLANTED BEDS TO BE AMENDED WITH THE SPECIFIED AMOUNT OF COMPOST AND TOPSOIL PER PROJECT SPECIAL PROVISIONS.
 - ANY TREES NOT INCORPORATED INTO PLANT BEDS SHALL HAVE A 4' DIAMETER MULCH RING.
 - ALL SINGLE STEM TREES SHALL BE LIMBED UP MINIMUM 6' FOR SITE DISTANCE.
 - ALL PLANT BEDS TO HAVE MULCH LAYER PER DETAILS.
 - ALL SODDED AND SEEDED AREAS TO BE IMPROVED VARIETY CENTIPEDE PER SPECIAL PROVISIONS.

- GENERAL NOTES:
- DESIGN SPEED : 45MPH

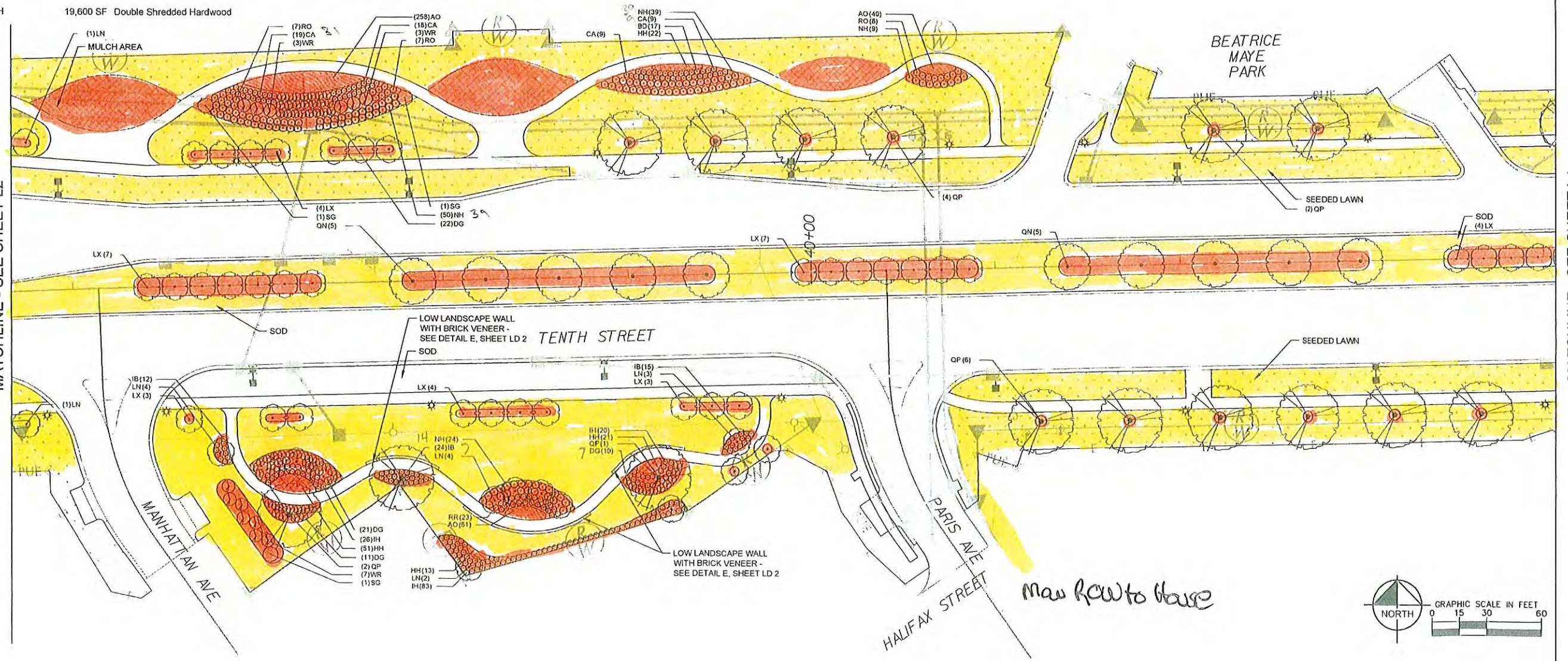
PROJECT REFERENCE NO. U-3315 SHEET NO. L 3

R/W SHEET NO.

DocuSigned by:
Brandon P. White
9931B1C7B2041DE
5/8/2015

Kimley-Horn and Associates, Inc.
P.O. BOX 33059
RALEIGH, N.C. 27635

LANDSCAPE ARCHITECT
NORTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
1625
BRANDON PHILIP WHITE



REVISIONS

MATCHLINE - SEE SHEET L2

MATCHLINE - SEE SHEET L4

05-08-2015

Man Row to House

PLANT SCHEDULE L4

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS	
LN	3	Lagerstroemia x 'Natchez'	Natchez Crape Myrtle	B&B		10' HT.	Three Canes	
LX	3	Lagerstroemia x 'Muskogee'	Muskogee Crape Myrtle	B&B		10' HT.	Multi-stem	
UP	24	Ulmus parvifolia 'Athena'	Athena Elm	B&B	2" Cal	14' HT		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
BD	28	Buddleja davidii nanhoensis 'Petite Indigo' TM	Petite Indigo Butterfly Bush	Cont.	24"	12"-15"	36" o.c.	
CA	52	Clethra alnifolia 'Sixteen Candles'	Summersweet Clethra	Cont.	24"	24"	36" o.c.	
GL	10	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	Cont.	18"	18"	24" o.c.	
IB	94	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Cont.	18"	18"	36" o.c.	
IH	55	Rhaphirolepis indica 'Conor' PP#9398	Eleanor Taber Indian Hawthorn	Cont.	24"	24"	36" o.c.	
IS	13	Ilex crenata 'Steeds'	Steeds Japanese Holly	Cont.	36"	36"	60" o.c.	
RO	6	Rosmarinus officinalis 'Arp'	Arp Rosemary	Cont.	18"	18"	42" o.c.	
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
PV	20	Panicum virgatum 'Dallas Blues' TM	Dallas Blues Switch Grass	Cont.	24"	24"	42" o.c.	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
AO	82	Aster oblongifolius 'October Skies'	Aromatic Aster	Cont.	12"	12"	18" o.c.	
LM	216	Liriope muscari 'Big Blue'	Big Blue Lilyturf	1 gal	12"	12"	24" o.c.	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
EO	18,748 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	sod				
ET	109,898 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	Seed				
MULCH	6,100 SF	Double Shredded Hardwood						

PLAN LEGEND	
	NEIGHBORHOOD MARKER DETAIL SHEET LD 2
	PEDESTRIAN POST TOP LIGHT
	STREET LIGHT
	SODDED LAWN ALL OTHER DISTURBED AREAS TO BE SEEDED AS PART OF ROADWAY WORK
	SEEDED LAWN

- LANDSCAPE NOTES:**
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 2. ANY PLANT SUBSTITUTIONS OR FIELD ADJUSTMENTS SHALL BE APPROVED BY THE CITY OF GREENVILLE OR OWNER'S REPRESENTATIVE.
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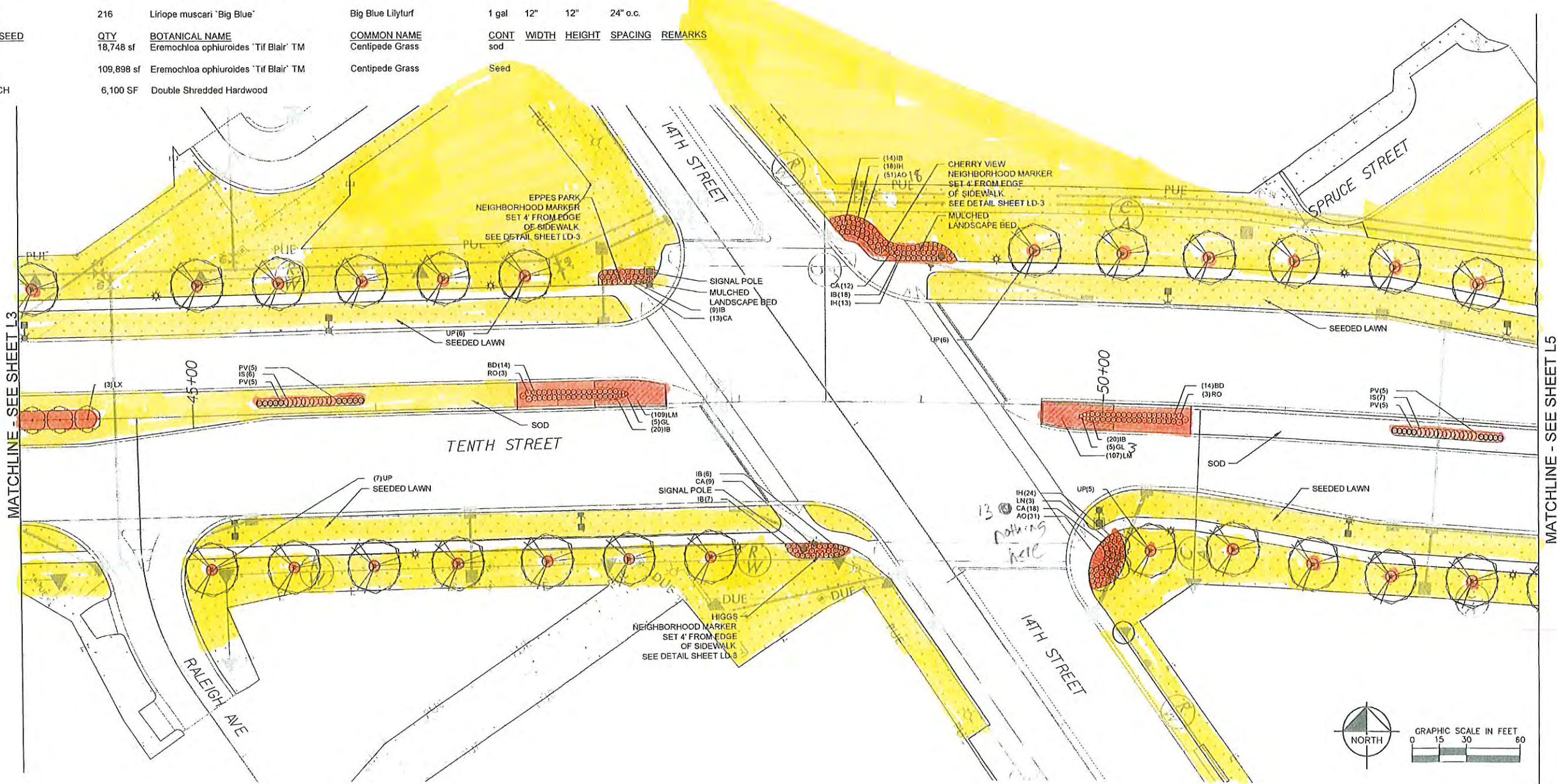
- GENERAL NOTES:**
1. DESIGN SPEED : 45MPH

Kimley-Horn
Kimley-Horn and Associates, Inc.
P.O. BOX 33068
RALEIGH, N.C. 27636

PROJECT REFERENCE NO. U-3315
SHEET NO. L4
RAW SHEET NO.
DocuSigned by: *Brandon P. White*
9931B1C7B2D44DE
5/8/2015

LANDSCAPE ARCHITECT
NORTH CAROLINA
1625
BRANDON PHILLIP

North 811
Carolina
www.north811.com



05-08-2015

PLANT SCHEDULE L5

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS	
LX	24	Lagerstroemia x 'Muskogee'	Muskogee Crape Myrtle	B&B		10' HT.	Multi-stem	
QN	5	Quercus nuttallii	Nuttall Oak	B&B	2" Cal	14' HT		
TD	13	Taxodium distichum 'Autumn Gold'	Autumn Gold Bald Cypress	B&B	2" Cal	14' HT		
UP	7	Ulmus parvifolia 'Athena'	Athena Elm	B&B	2" Cal	14' HT		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
FI	8	Forsythia x intermedia 'Mindor' PP# 19,321	Show Off Forsythia	Cont.	30"	30"	54" o.c.	
IB	104	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Cont.	18"	18"	36" o.c.	
IH	195	Rhaphiolepis indica 'Conor' PP#9398	Eleanor Taber Indian Hawthorn	Cont.	24"	24"	36" o.c.	
IS	7	Ilex crenata 'Steeds'	Steeds Japanese Holly	Cont.	36"	36"	60" o.c.	
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
PV	10	Panicum virgatum 'Dallas Blues' TM	Dallas Blues Switch Grass	Cont.	24"	24"	42" o.c.	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
HH	248	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	Cont.	18"	18"	24" o.c.	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
EO	18,748 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	sod				
ET	54,737 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	Seed				
MULCH	10,100 SF	Double Shredded Hardwood						

PLAN LEGEND	
	NEIGHBORHOOD MARKER DETAIL SHEET LD 2
	PEDESTRIAN POST TOP LIGHT
	STREET LIGHT
	SODDED LAWN ALL OTHER DISTURBED AREAS TO BE SEEDED AS PART OF ROADWAY WORK
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1. DESIGN SPEED : 45MPH

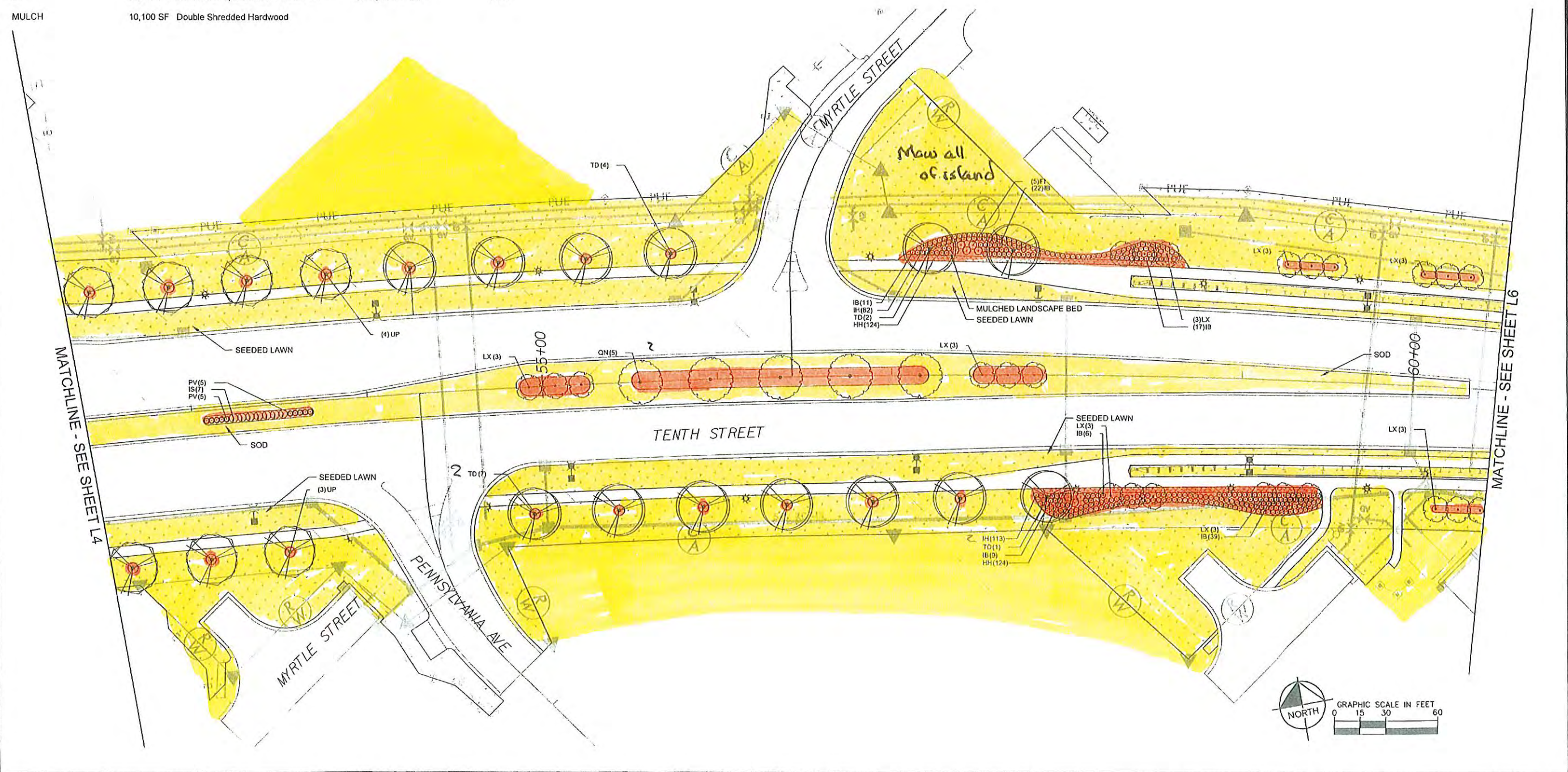
PROJECT REFERENCE NO. U-3315 SHEET NO. L 5

DocuSigned by:
Brandon P. White
9931B1C7B2044DE
5/8/2015

Kimley-Horn
and Associates, Inc.
P.O. BOX 33068
RALEIGH, N.C. 27635

LANDSCAPE ARCHITECT
NORTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
1625
BRANDON PHILLIP WHITE

North Carolina
www.ncbll.org



05-08-2015

PLANT SCHEDULE L6

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS	
AB	9	Acer buergerianum	Trident Maple	B&B	2" Cal	14' HT		
AP	9	Acer palmatum 'Bloodgood'	Bloodgood Japanese Maple	B&B	2" Cal	10' HT.	Matched specimens	
IA	11	Ilex x attenuata 'Foster No. 2'	Foster No. 2 Holly	B&B		8' HT.		
IG	3	Ilex opaca 'Greenleaf'	Greenleaf Holly	B&B		8' HT.	Single stem, limbed up 3'	
LA	6	Lagerstroemia x 'Miami'	Crape Myrtle	B&B		10' HT.	Three Canes	
LI	14	Lagerstroemia indica 'Victor'	Victor Crape Myrtle (Dwarf)	B&B		36" HT. MIN.		
LX	14	Lagerstroemia x 'Muskogee'	Muskogee Crape Myrtle	B&B		10' HT.	Multi-stem	
TD	3	Taxodium distichum 'Autumn Gold'	Autumn Gold Bald Cypress	B&B	2" Cal	14' HT		
UP	9	Ulmus parvifolia 'Athena'	Athena Elm	B&B	2" Cal	14' HT		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
AA	44	Azalea Encore 'Autumn Angel' TM	Autumn Angel Azalea	Cont.	24"	24"	36" o.c.	
BD	20	Buddleja davidii nanhoensis 'Petite Indigo' TM	Petite Indigo Butterfly Bush	Cont.	24"	12"-15"	36" o.c.	
DG	23	Cephalotaxus harringtonia 'Duke's Garden'	Duke's Garden Plum Yew	Cont.	24"	18"	54" o.c.	
FI	27	Forsythia x intermedia 'Mindor' PP# 19,321	Show Off Forsythia	Cont.	30"	30"	54" o.c.	
IB	127	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Cont.	18"	18"	36" o.c.	
IV	18	Itea virginica	Virginia Willow	Cont.	24"	24"	48" o.c.	

PLAN LEGEND	
☒	NEIGHBORHOOD MARKER DETAIL SHEET LD 2
*	PEDESTRIAN POST TOP LIGHT
↑	STREET LIGHT
▨	SODDED LAWN ALL OTHER DISTURBED AREAS TO BE SEEDED AS PART OF ROADWAY WORK
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RALEIGH, N.C. 27636

PROJECT REFERENCE NO.
U-3315

SHEET NO.
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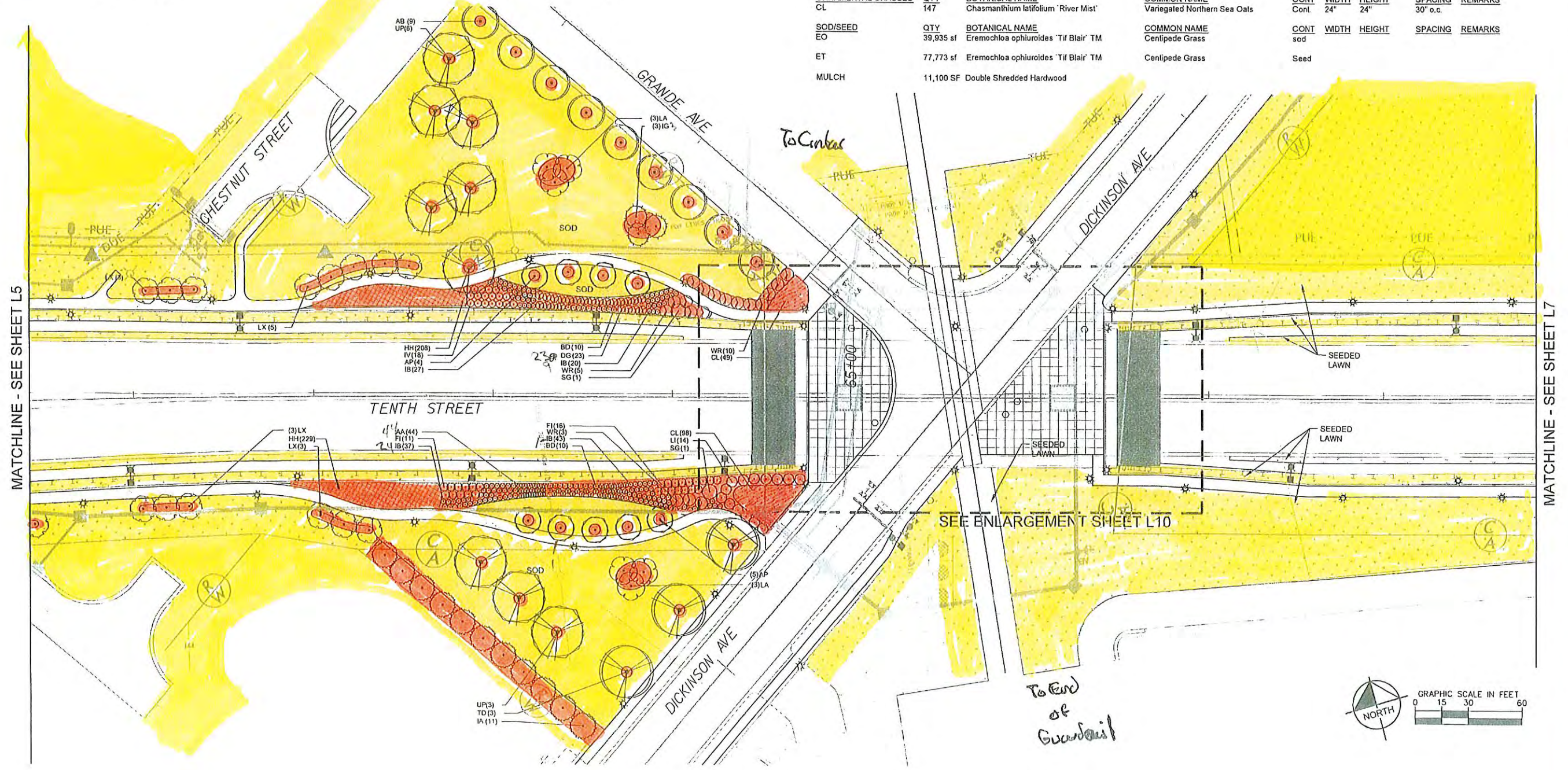
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PHILLIP WHITE



- GENERAL NOTES:**
- DESIGN SPEED : 45MPH

IV	18	Itea virginica	Virginia Willow	Cont.	24"	24"	48" o.c.	
SG	2	Ilex verticillata 'Southern Gentleman'	Southern Gentleman Winterberry Holly	Cont.	36"	36"	108" o.c.	
WR	18	Ilex verticillata 'Winter Red'	Winter Red Holly	Cont.	36"	36"	84" o.c.	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	WIDTH	HEIGHT	SPACING	REMARKS
HH	437	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	Cont.	18"	18"	24" o.c.	
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	WIDTH	HEIGHT	SPACING	REMARKS
CL	147	Chasmanthium latifolium 'River Mist'	Variiegated Northern Sea Oats	Cont.	24"	24"	30" o.c.	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT.	WIDTH	HEIGHT	SPACING	REMARKS
EO	39,935 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	Cont.				
ET	77,773 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	Seed				
MULCH	11,100 SF	Double Shredded Hardwood						



05-08-2015

PLANT SCHEDULE L7

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS	
LN	16	Lagerstroemia x 'Natchez'	Natchez Crape Myrtle	B&B		10' HT.	Three Canes	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
GL	9	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	Cont	18"	18"	24" o.c.	
IB	27	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Cont.	18"	18"	36" o.c.	
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
PV	8	Panicum virgatum 'Dallas Blues' TM	Dallas Blues Switch Grass	Cont.	24"	24"	42" o.c.	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
AO	273	Aster oblongifolius 'October Skies'	Aromatic Aster	Cont.	12"	12"	18" o.c.	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
EO	577 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	sod				
ET	89,193 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	Seed				
MULCH	2,500 SF	Double Shredded Hardwood						

PLAN LEGEND	
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*	PEDESTRIAN POST TOP LIGHT
☼	STREET LIGHT
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1. DESIGN SPEED : 45MPH

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RALEIGH, N.C. 27636

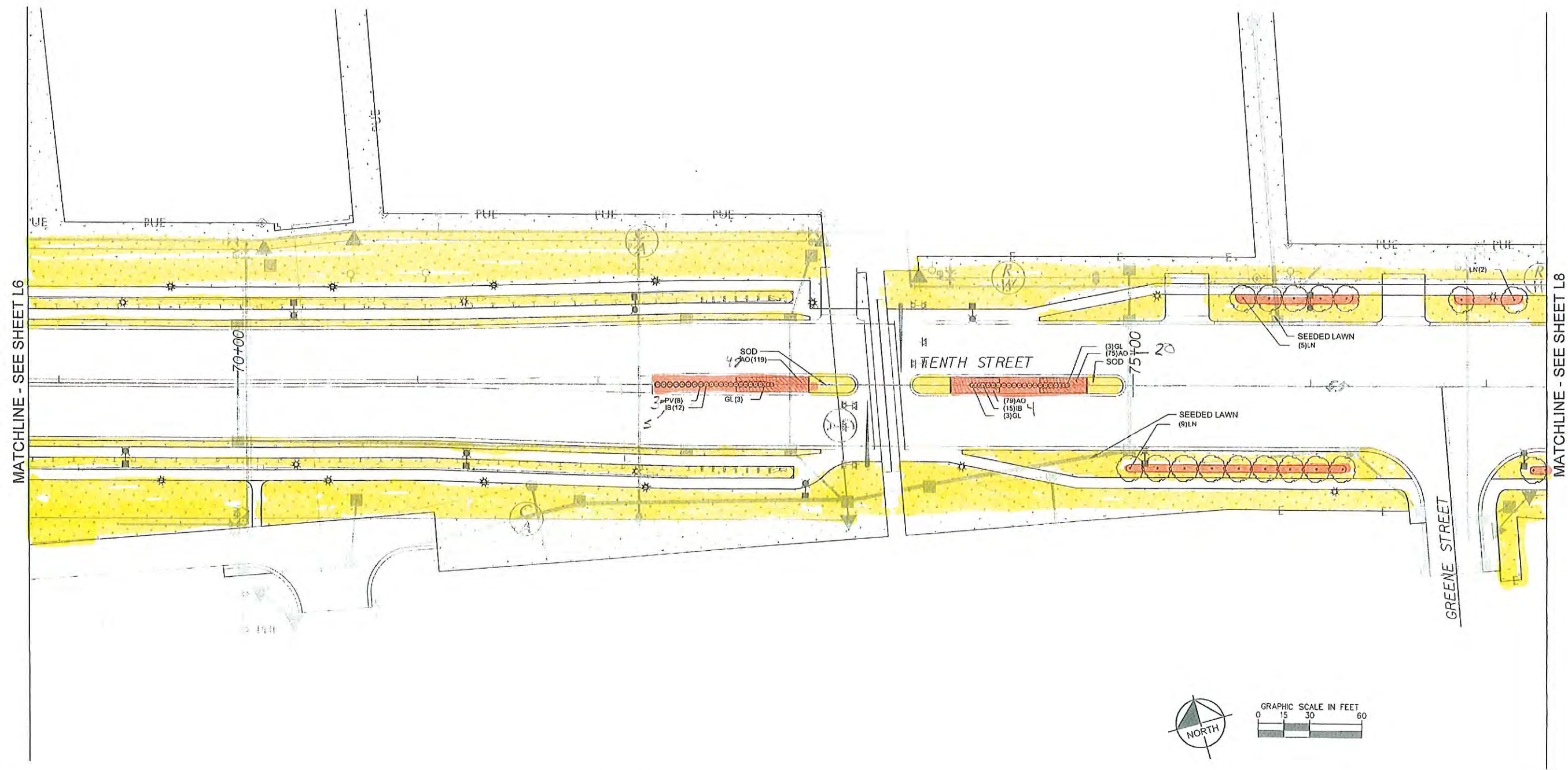
PROJECT REFERENCE NO. U-3315
SHEET NO. L7
RW SHEET NO.
DocuSigned by: *Brandon P. White*
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5/8/2015

LANDSCAPE ARCHITECT
1625
NORTH CAROLINA
PHILIP WHITE

RIGHT-OF-WAY REV.
CONDT. REV.



REVISIONS



05-06-2015

PLANT SCHEDULE L8

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS	
LN	31	Lagerstroemia x 'Natchez'	Natchez Crape Myrtle	B&B		10' HT.	Three Canes	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WIDTH	HEIGHT	SPACING	REMARKS
BD	14	Buddleja davidii nanhoensis 'Petite Indigo' TM	Petite Indigo Butterfly Bush	Cont.	24"	12"-15"	36" o.c.	
CA	14	Clethra alnifolia 'Sixteen Candles'	Summersweet Clethra	Cont.	24"	24"	36" o.c.	
IB	114	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Cont.	18"	18"	36" o.c.	
RR	44	Rosa x 'Radsunny' PP# 18562	Sunny Knockout Rose	Cont.	12"-15"	36" o.c.		
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
HH	87	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	Cont.	18"	18"	24" o.c.	
LM	24	Liriope muscari 'Big Blue'	Big Blue Lilyturf	1 gal	12"	12"	24" o.c.	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	WIDTH	HEIGHT	SPACING	REMARKS
ET	51,367 sf	Eremochloa ophiuroides 'Tif Blair' TM	Centipede Grass	Seed				
MULCH	4,100 SF	Double Shredded Hardwood						

PLAN LEGEND	
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⊕	STREET LIGHT
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GENERAL NOTES:

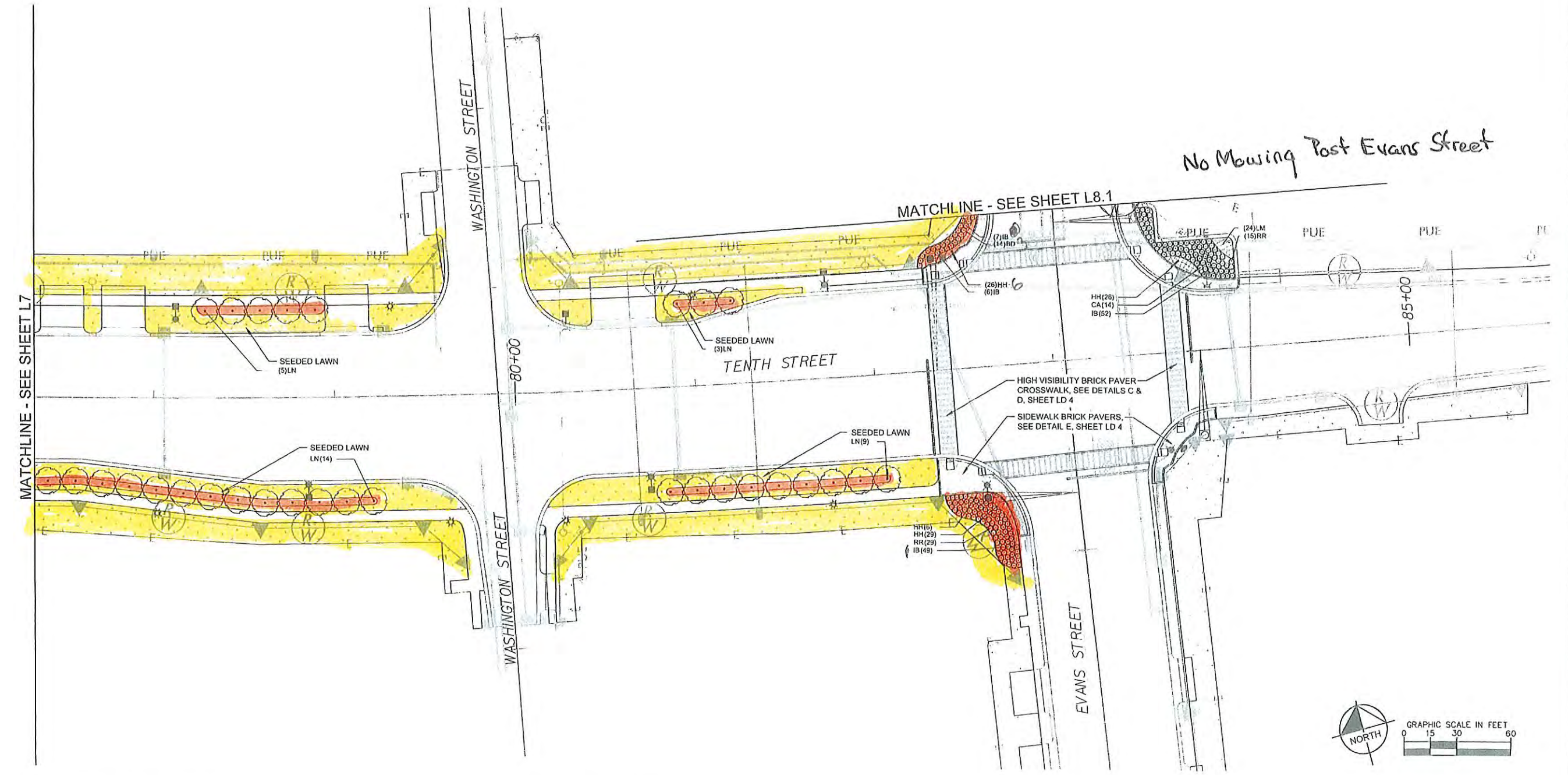
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RALEIGH, N.C. 27636

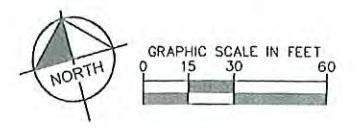
PROJECT REFERENCE NO. U-3315	SHEET NO. L 8
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DocuSigned by: <i>Brandon P. White</i> 9931B1C7B2D44DE 5/8/2015	LANDSCAPE ARCHITECT 1625 PHILLIP WHITE



REVISIONS



05-08-2015





City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed in PWD Contract #14

Explanation: The City advertised for professional services for a Mowing/Landscape Maintenance contract (PWD Contract #14) on November 18, 2022. The solicitation included a Mowing/Landscape Maintenance Contract for the locations listed below (PWD Contract #14):

- Hwy 33 from Greenville Blvd. to Portertown Rd.
- Greenville Blvd/264 from 10th St. to Whichard Rd.
- Dickinson Ave. and S. Memorial Dr. intersection
- N. Greene St. from Tar River to Airport/Mumford Rd.
- Memorial Dr. from W. 5th St. to Hwy 903

The scope of work will include litter removal, finish mowing, edging, weed trimming, and clipping/debris removal during each cycle. Mowing cycles (which include both litter removal and then mowing) are based on bi-weekly schedules with mowing beginning on April 1st. and lasting through November 1st. Litter removal only cycles will typically occur between November 1st and April 1st.





The contract will begin upon issuance of a Notice to Proceed and last through December 31, 2023. The contract may be extended by the City for two (2) additional one (1) year terms, for a maximum term of three (3) years.

On December 29, 2022, staff received three (3) proposals in response to the invitation to bid. Creative Cuts Lawn Care was the lowest responsible, responsive bidder.

Fiscal Note: The City will enter into a contract with Creative Cuts Lawn Care in the amount of \$73,200 annually and \$226,253.88 for a three (3) year period beginning FY 2024 and ending FY 2027. Funding for this contract is provided through the Public Works operational budget.

Recommendation: City Council award a landscape maintenance contract to Creative Cuts Lawn Care for \$226,253.88 (3-year amount).

ATTACHMENTS

-  **2023 Bid Tab Contract #14.pdf**
-  **Signed Mowing Contract #14 (Creative Cuts).pdf**
-  **ITB 222313 Mowing Landscap.pdf**
-  **Mowing Contract #14 maps (Final).pdf**

**City of Greenville Public Works Department
Bid Tab**

Contractor Name	Contractor Reference Sheet	Contractor Data Sheet	E-Verify Form	Addenda Acknowledged	Total Bid Price
Creative Cuts Lawn Care	Included	Included	Included/Complete	Yes	\$73,200/year
Precision Lawn Care and Landscaping, Inc.	Included	Included	Included/Complete	Yes	\$91,000/year
WAC Corporation of Greenville	Included	Included	Included/Complete	Yes	\$77,000/year
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Bid Certified by : M. Turner
Building Facilities Coordinator

Signature: *Michael Turner*

Date: 02/06/2023



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

City Wide Right-of-Ways Mowing Contract #14

THIS Agreement made and entered into as of the ____ day of _____ 20__ by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and Creative Cuts Lawn Care, a corporation, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the “Contractor” whose primary offices are located at 1640 Ivy Road Winterville NC 28590.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of certain professional services; and

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services;

NOW THEREFORE, the City and the Consultant/Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK**I.A. DESCRIPTION OF WORK REQUIRED**

The Consultant/Contractor shall provide mowing services for City Wide Right-of-Ways Contract #14, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid #22-23-13 and amendments, if any, said work being hereinafter referred to as the “*Work*”. The ITB 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/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant/Contractor will perform mowing the designated City right-of-ways in mowing contract #14 with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. 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/Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s ITB attached hereto as Exhibit A; and
4. Consultant/Contractor’s Proposal attached hereto as Exhibit B.

I.D. SUBCONTRACTS

The Consultant/Contractor and/or sub-consultant will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

- I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.

- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant’s engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE CITY

II.A. DATA AND SERVICES

- II.A.1. The City’s project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the Building and Grounds Superintendent or their designee. If assistance or further information is needed, the Contractor/Consultant shall contact the Building and Grounds Superintendent or their designee at (252) 329-4522 or the Public Works Complex, 1500 Beatty Street, Greenville, NC. All directions and communications from the City to the Contractor/Consultant shall be through the Building and Grounds Superintendent or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks, which may include, but is not limited to the following:
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City’s data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor’s custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than seven (7) days following written a “Notice to Proceed” to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire ***December 31, 2023.***

This Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years, starting on January 1st and ending on December 31st of the same year.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City’s Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

Performance of Work by City. If Contractor/Consultant fails to perform the Work in accordance with the schedule required by this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give Contractor/Consultant notice of its intention. Contractor/Consultant shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – Mowing Contract #14 City Wide Rights-of-Ways, a monthly pay at the rate of:

\$4,200 per mowing cycle (April 1 – November 1); and
\$600 per litter pick-up cycle (November 1 – April 1)

Payment shall be based upon the areas completed by the Consultant/Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request **MUST** be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

IV.B. PAYMENT

Upon receipt of invoices and appropriate supporting documentation by the City, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the City. The City does not agree to the payment of late charges or finance charges assessed by the Consultant/Contractor for any reason. Invoices are payable in U.S. funds.

The Consultant/Contractor shall pay subcontractors for work performed within seven (7) days after Consultant/Contractor receives payment from the City for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the City to withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: *Building Facilities Coordinator, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to mturner@greenvillenc.gov

It shall be the responsibility of the Consultant/Contractor and all sub-consultants to keep records of all payments requested and the dates received. The STATE may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

The City may terminate this Agreement at any time upon any of the following grounds:

V.A.1. **DEFAULT.** The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.

V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the

extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.

V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **CONSULTANT/CONTRACTOR'S RESPONSIBILITY**

V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.

- V.B.3. Consultant/Contractor 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/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. **INDEMNIFICATION, INSURANCE AND WARRANTIES**

V.C.1. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor 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.

V.C.2. **INSURANCE:**

The Consultant/Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

- Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
- Bodily Injury by Disease \$1,000,000 policy limit.
- Bodily Injury by Disease \$1,000,000 each employee.

b. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

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

c. Commercial Automobile Liability:

Limits: \$1,000,000 combined single limit.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. 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.
- iii. 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.

V.C.3 WARRANTIES (APPLICABLE TO CONTRACTS FOR SALE OF GOODS)

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

- (i) actual or alleged infringement of any such patent, trademark, or other rights; or
- (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this Agreement.

Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may, at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must:

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor 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.

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the STATE and other agencies on adjacent projects, as necessary.

V.F. **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 P.O. Box 7207 Greenville, NC 27835 Attn: Building and Grounds Superintendent	Consultant/Contractor: Creative Cuts Lawn Care 1640 Ivy Road Winterville, NC 28590 Attn: Joseph Cox Jr.
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V.G. **ADDITIONAL PROVISIONS**

V.G.1. **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/Contractor 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.

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor 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.

Consultant/Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The Consultant/Contractor 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/Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

The Consultant/Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant/Contractor utilizes a Subcontractor, the Consultant/Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant/Contractor represents that the Consultant/Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Consultant/Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Consultant/Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Consultant/Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The Consultant/Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

V.G.8. **AMENDMENTS AND WAIVER**

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.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The Consultant/Contractor is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

V.G.10. **CHOICE OF LAW AND VENUE**

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. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.G.11. **AUTHORITY TO CONTRACT**

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/Contractor,

the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant/Contractor as the act of the said Consultant/Contractor.

V.G.12. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

V.G.13. **CONFLICT OF INTERESTS**

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

V.G.14. NON-APPROPRIATION OF FUNDS

Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15 RECORD RETENTION

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16 CONFIDENTIALITY

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the

public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

V.G.18 **COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.19 **THIRD PARTY RIGHTS**

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

V.G.20 **PRINCIPLES OF INTERPRETATION AND DEFINITIONS.**

(1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. **ENTIRE AGREEMENT**

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this Agreement or define or limit any of the terms or provisions hereof.

V.G.23 **DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN**

If applicable, the Consultant/Contractor's shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Consultant/Contractor's shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor's shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **PERFORMANCE OF GOVERNMENT FUNCTIONS**

Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

V.G.25 **E-SIGNATURE AUTHORITY**

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26 **CITY MANAGERS AUTHORITY**

To the extent, if any, the City has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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 010-01-55-61-000-000-528385

PROJECT CODE (IF APPLICABLE) N/A

[Vendor Signature Page Follows]

SIGNATURE OF VENDOR

Creative Cuts Lawn Care

FULL NAME OF VENDOR

(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

VENDOR:

BY: *Joseph Cep 1.*
SIGNATURE

Owner
TITLE

2/2/2023
DATE

INVITATION TO BID
BID # 22-23-13

CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDING AND GROUNDS DIVISION
MOWING CONTRACTS # 1, 2, 7 and 14
CITY OF GREENVILLE, NORTH CAROLINA



Pre-Bid Meeting: **Monday, November 28, 2022 at 1:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: **Thursday, December 29, 2022 at 2:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:
Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:
Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT BUILDING AND
GROUNDS DIVISION MOWING CONTRACTS"**

The City of Greenville, NC is requesting bids for "Public Works Department Building and Grounds Division Mowing Contracts" as listed below. The scope of work will include litter removal, finish mowing, weed trimming, and clipping/debris removal on each contract area (Contracts 1, 2, 7 and 14) per scope of work and specifications.

Contract # 1- Every Two Week Cycle

Charles Blvd/NC 43 from 10th Street to Firetower Road

Signature Drive from NC 43 to Deadend

Arlington Blvd from Memorial Drive to W. 5th Street

Firetower Road from Highway 11 to Corey Road

Roundabout on Portertown Rd from Trotter's Ridge Rd around to Firetower Rd

McGregor Downs Road from W. 5th Street to B's BBQ Road

Allen Road from Stantonsburg Rd. to Dickinson Ave.

Stantonsburg Rd. from Moye Blvd. to 264 Bypass including interchange

Regency Blvd. from S. Memorial Dr. to Evans St.

Memorial Dr from Greenville Blvd to Tice Rd/Whitley Dr

Contract # 2- Weekly Cycle

***Hooker Road/Moye Boulevard from Greenville Boulevard to Stantonsburg Road**

***Dickinson Railroad Overpass from Home Builders to Moye Boulevard**

4th St. and Eastern St. Intersection Triangle

Peace Garden at Reade Circle and Evans Street

University Edge Parking lot at Bonners and Clark Street

Museum of Art

Reade Circle and Reade St. from Dickinson Ave. to 1st Street

1st Street from Town Commons to Avery Street

Cotanche Street from 1st to 4th Street

Madison Circle cul-de-sac

Beaumont Circle cul-de-sac

Morningside Circle cul-de-sac

Middleton Place cul-de-sac

Austin Place cul-de-sac

W. 5th St. and Pitt St. intersection rights-of-way

Elm Street from 10th St. to Fern Drive

***Arlington Blvd. from Greenville Blvd. to Memorial Dr.**

***W. 5th St. from Pitt Street to B's BBQ Rd.**

***E. 5th St. and 10th St. Intersection**

***Denotes areas with litter pick up weekly during non-mowing cycles**

Contract # 7- Weekly Cycle

Intergenerational Center (W. Fifth Street and Ward Streets)
W. Fifth Street Police Substation (1024 W. Fifth Street)
City of Greenville P. S. Annex (Northland Dr.)
Various other city owned properties (see Exhibit "C")

Contract # 14- Every Two Week Cycle

Hwy 33 from Greenville Blvd to Portertown Rd
Greenville Blvd/264 from 10th St. to Whichard Rd
Dickinson Ave and S. Memorial Dr intersection
N. Greene Street from Tar River to Airport/Mumford Rd
Memorial Dr from W. 5th St to Highway 903

Sealed proposals will be received by the City of Greenville until **Thursday, December 29, 2022 at 2:00 pm** at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27834 with the **Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Mowing Contract # 1, 2, 7 and 14 Bid** written on the outside of the sealed envelope. Bids will not be opened and read aloud at this time.

A Pre-bid Conference will be held at the Public Works Department Conference Room located at 1500 Beatty Street on **Monday, November 28, 2022 at 1:00 pm.** The City of Greenville reserves the right to reject any or all bids, waive any informality, and award contracts that appear to be in the City's best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the bid opening thereof.

From the date of this advertisement, until the date and time the bids are due, the specifications of the proposed work and/or a complete description of the apparatus, supplies, materials, or equipment are and will continue to be on file in the office of the City of Greenville Financial Services Manager, 201 W. Fifth Street, Greenville, NC, or at the Public Works Department located at 1500 Beatty Street, Greenville N.C., during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

Wanda House, Financial Services Manager
City of Greenville
P O Box 7207
Greenville, NC 27835-7207

INSTRUCTIONS TO CONTRACTORS

**Proposal to Provide
Building and Grounds Division Contract Mowing
Location: Greenville N.C.**

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to contract award on this contract.**
- 2. It is expressly understood by the contractor offering a proposal after a written notice of award by the City, a written contract or purchase order will be required to be executed, and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. 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.**
- 5. Questions regarding the specifications or mowing areas for City of Greenville Public Works Department Building and Grounds Division Mowing Contracts shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**
- 6. By submitting a proposal for the Contractor to provide City of Greenville Public Works Department right-of-way mowing/facility mowing/maintenance, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 7. Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 8. It is expected that work would begin around April 1, 2023. However, such starting date is subject to change based on time needed to finalize the contract, or the approval/signature process, or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information must be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**

10. All Greenville city-wide right of way, city facility mowing, or landscaping, must be performed Monday – Saturday during daylight hours. Mowing on Sunday is NOT permissible.
11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
12. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from the contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT RIGHT-OF-WAY
MOWING BUILDING AND GROUNDS CONTRACTS # 1, 2, 7 and 14**

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal, finish mowing, edging, weed trimming, and clipping/debris removal for each contract awarded to the contractor.**
- 1.2 The total bid amount per mowing cycle and per litter/debris pickup cycle and annual total for both mowing and litter/debris pickup shall be included on the Request for Bid sheet for Contracts 1, 2 and 14. Contract # 7 bid to include on the Request for Bid Sheet is per mowing cycle bid only. **Each of these contracts will be awarded separately.****
- 1.3 Mowing and debris cleanup and/or litter removal will include medians and on either side of traffic lane to fencing, woods line, City/State Rights-of-way line, and railroad rights-of-way, depending on need of the location indicated on the mowing/litter pickup location maps. (Maps will be provided at Mandatory Pre-Bid Meeting)**

2.0 GENERAL:

- 2.1 Areas of work are to be mowed on the frequency specified and started and completed within the same work week period (Monday-Saturday). Mowing frequency or litter cleanup frequency is subject to change due to weather conditions such as drought or increased wet conditions.**
- 2.2 All mowing or litter cleanup shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in ten (10) days.**

- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.**

3.0 RIGHT OF WAY AND FACILITIES MOWING:

- 3.1 The contractor is expected to remove scattered debris, litter and limbs PRIOR to mowing, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator with location of illegally dumped material.**
- 3.2 The contractor is responsible for removing from each site, and properly disposing of, all tree limbs of six (6) inch diameter and below. The contractor is not responsible for tree limbs placed by the curb for sanitation collection by residents.**
- 3.3 The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator with location of limbs larger than six (6) inches in diameter.**
- 3.4 All areas will be finish mowed at two and one-half (2.5) inches in height. Areas where large riding mowers are not proper or feasible must be mowed with push mowers or properly sized equipment.**
- 3.5 Herbicide spraying will NOT be allowed in these areas.**
- 3.6 Weed trimming must be performed around all poles, trees, signs, and along the fence areas.**
- 3.7 Edging must be performed on each cycle along sidewalks, medians, and curbs. Edging can be performed with a string trimmer or edger.**
- 3.8 Clippings and debris scattered into the streets from mowing and trimming must be removed immediately and before relocating to another work site.**
- 3.9 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to another work site. All debris, limbs, or litter in mulch areas must be removed prior to completion of each mowing/maintenance cycle.**
- 3.10 The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor**

in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.

- 3.11 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Notify the Michael Turner, Building Facilities Coordinator in the event that a site is too wet to cut.**

4.0 PAYMENT AND BID:

- 4.1 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.**
- 4.2 The contract period this year will be from approximately April 1, 2023 to December 31, 2023. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on January 1st and ending December 31st.**
- 4.3 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. The City will render payment within thirty days of receipt of an approved invoice.**
- 4.4 Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 4.5 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.**
- 4.6 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.**
- 4.7 Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office, Tish Williams, at (252) 329-4462.

4.8 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

- 4.9 The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.**

- 4.10 Contractor must complete a new Vendor Self-Service profile and associated documents as required upon acceptance of mowing contract.**

5.0 WORKERS COMPENSATION AND INSURANCE:

- 5.1 The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.**
- 5.2 The Contractor shall have in place for the life of this contract public liability and damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property**

damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide prior to beginning work, a Certificate of insurance showing the City of Greenville named as an additionally insured on all coverage. Certificate of insurance must be emailed to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov and be maintained on file during the contract period. All insurance must be maintained during the duration of the contract.

- 5.3** The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4** Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.
- 5.5** The contractor shall furnish the owner with satisfactory proof of insurance required before award of contract. Executed contract documents, insurance certifications, invoices, and other information requested, are to be sent to:

Michael Turner
 Building Facilities Coordinator
 City of Greenville
 Public Works Department
 1500 Beatty Street
 Greenville, N.C. 27834
 Email: mturner@greenvillenc.gov

6.0 DAMAGE TO CONTRACTORS PROPERTY:

- 6.1** Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2** The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.

- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
- 6.4 The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 AMENDMENTS, ADDENDUMS, OR QUESTIONS:

- 7.1 **Addendum:** Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge reading each addenda on the bid sheet.
- 7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.
- 7.3 Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov.
- 7.4 **Schedule for questions and addenda:**

Last date to submit a question: **Thursday, December 15, 2022 by 5 p.m.**
Questions will be answered via addenda posted on the City's website answered by: **Thursday, December 22, 2022 by 5 p.m.**

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

- 8.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information, please see www.greenvillenc.gov/government/financial-services/purchasing on the City of Greenville's webpage.

9.0 E-VERIFY COMPLIANCE:

- 9.1 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.

- 9.2 **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.**

10.0 IRAN DIVESTMENT ACT:

- 10.1 **Vendor 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 vendor will not utilize on the contract any subcontractor that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.**

11.0 NON-DISCRIMINATION:

- 11.1 **The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.**

12.0 NON-COLLUSION:

- 12.1 **Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.**

13.0 FEDERAL LAW:

13.1 Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

14.0 WITHDRAWAL OF PROPOSALS:

14.1 No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

15.0 REFERENCE INFORMATION:

15.1 All bidders must provide a list of three (3) client references of similar right of way, facility, or traffic related mowing projects. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the bid sheet.

16.0 CONTRACTOR INFORMATION:

16.1 Please provide the information on the "Contractor Data Form" and attach with the bid sheet. All information should be accurate and detailed in description.



Contractor Reference Information

1. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

2. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

3. **Company name:** _____
Contact person: _____
Title: _____ **Phone No.** _____

****Include with bid package****



Contractor Data Form

Company Name: _____

Address: _____

Phone Number: _____ **Mobile Phone Number:** _____

Company Owner: _____ **Company Owner Phone Number:** _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

**Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

****Include with bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications. **Contract 1, 2, 7 and 14 will be awarded separately. If you do not choose to bid on Contract 1, 2, 7 or 14 please enter "NO BID" in the total bid or per cycle line item in that contracts bid section.**

Contract # 1 Bid

Description

Bid

Contract # 1 Mowing per cycle
(Approximately April 1- November 1)

Contract # 1 Litter pick up per cycle
(Approximately November 1- April 1)

Contract # 1 Total Annual Bid
(See contract formula below)

Note: Contract # 1 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 16 cycles) + (Litter pickup Per Cycle X 10 cycles) = Total Annual Bid

****Include with bid package****



REQUEST FOR BIDS

Contract # 2 Bid

Description

Bid

Contract # 2 Mowing per cycle
(Approximately April 1- November 1)

Contract # 2 Litter pick up per cycle
(Approximately November 1- April 1)

Contract # 2 Total Annual Bid
(See calculation formula below)

Note 1: Contract # 2 will be considered for award based on Total Annual Bid.

Note 2: Only Locations designated with a (*) on Page 2 under Contract # 2 will receive litter pickup during winter months or weeks you are not mowing.

Total Annual Bid Calculation:

(Mowing per Cycle X 32 cycles) + (Litter pickup Per Cycle X 20 cycles) = Total Annual Bid

****Include in bid package****



REQUEST FOR BIDS

Contract # 7 Bid

Description

Bid

Contract # 7 Mowing per cycle
(Approximately April 1- November 1)

Contract # 7 Total Annual Bid
(See calculation formula below)

Note 1: Contract # 7 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 32 cycles) = Total Annual Bid

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include with bid package****



REQUEST FOR BIDS

Contract # 14 Bid

Description

Bid

Contract # 14 Mowing per cycle
(Approximately April 1- November 1)

Contract # 14 Litter pick up per cycle
(Approximately November 1- April 1)

Contract # 14 Total Annual Bid
(See contract formula below)

Note: Contract # 14 will be considered for award based on Total Annual Bid.

Total Annual Bid Calculation:

(Mowing per Cycle X 16 cycles) + (Litter pickup Per Cycle X 10 cycles) = Total Annual Bid

Addendum Acknowledgement for Contract 1, 2, 7 or 14:

Please record each Addendum Number Received: _____

****Include with bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 - 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 - 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 - 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville

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

Day of _____, 20__.

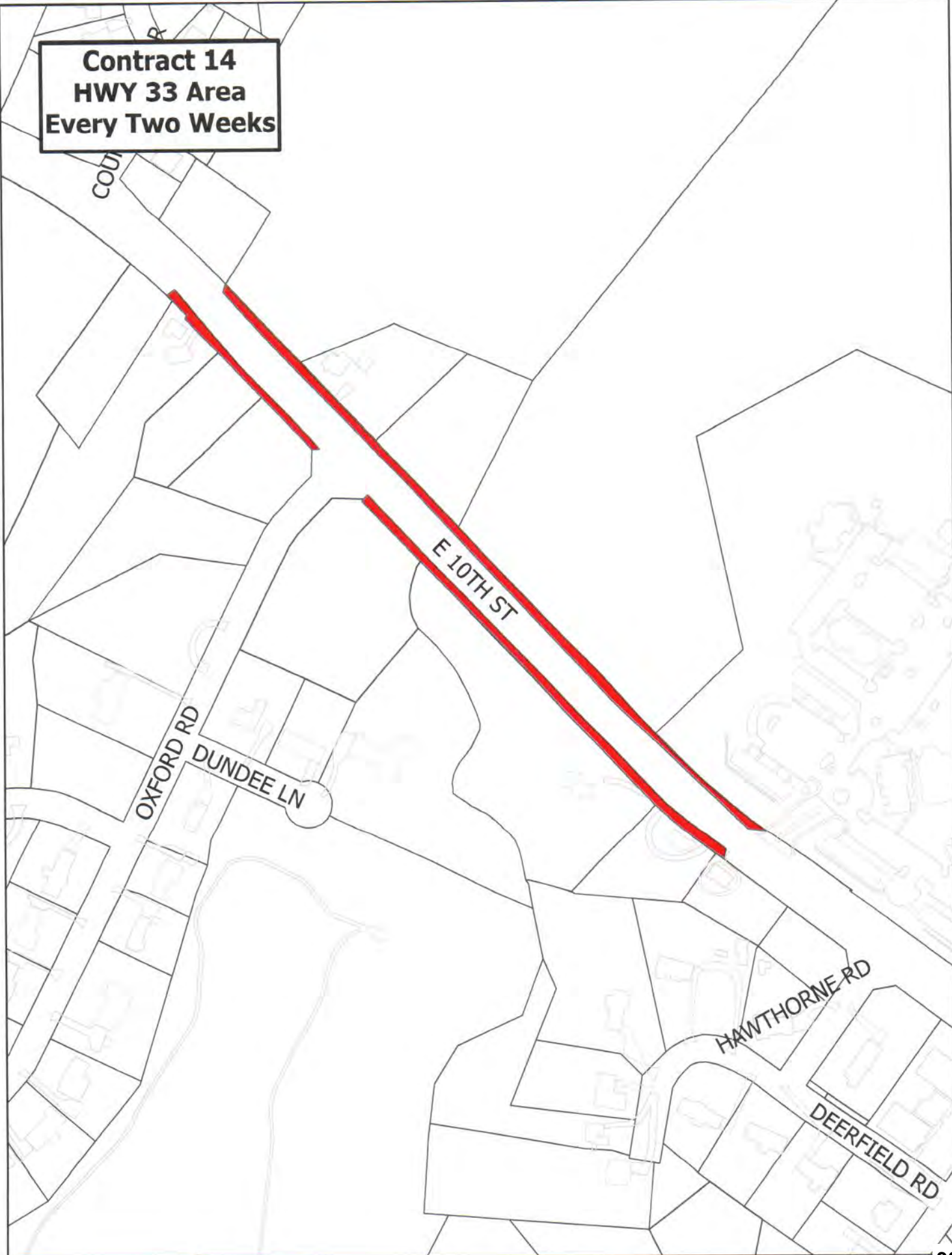
My Commission Expires:

Notary Public

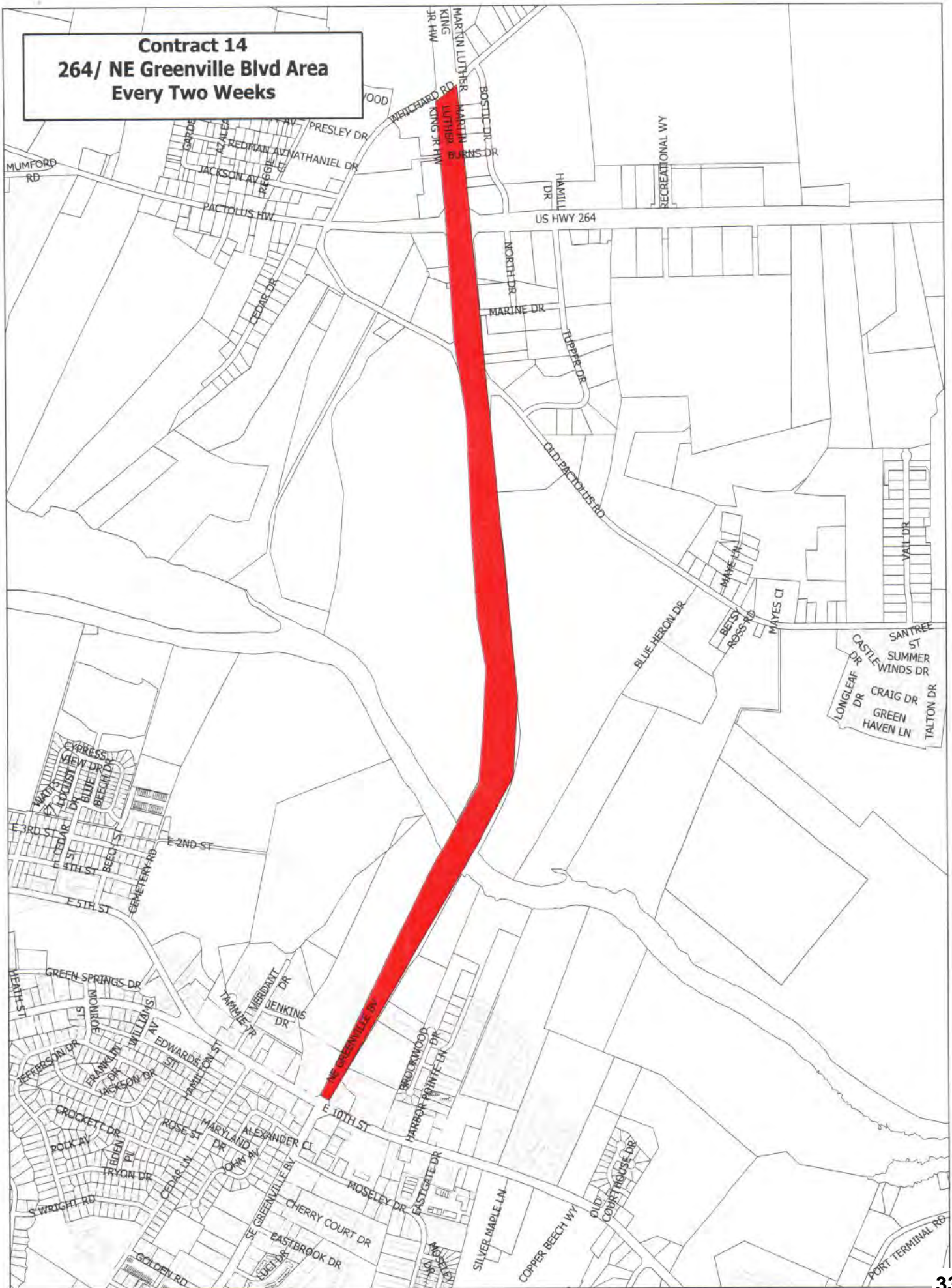
(Affix Official/Notarial Seal)

****Include with bid package****

**Contract 14
HWY 33 Area
Every Two Weeks**



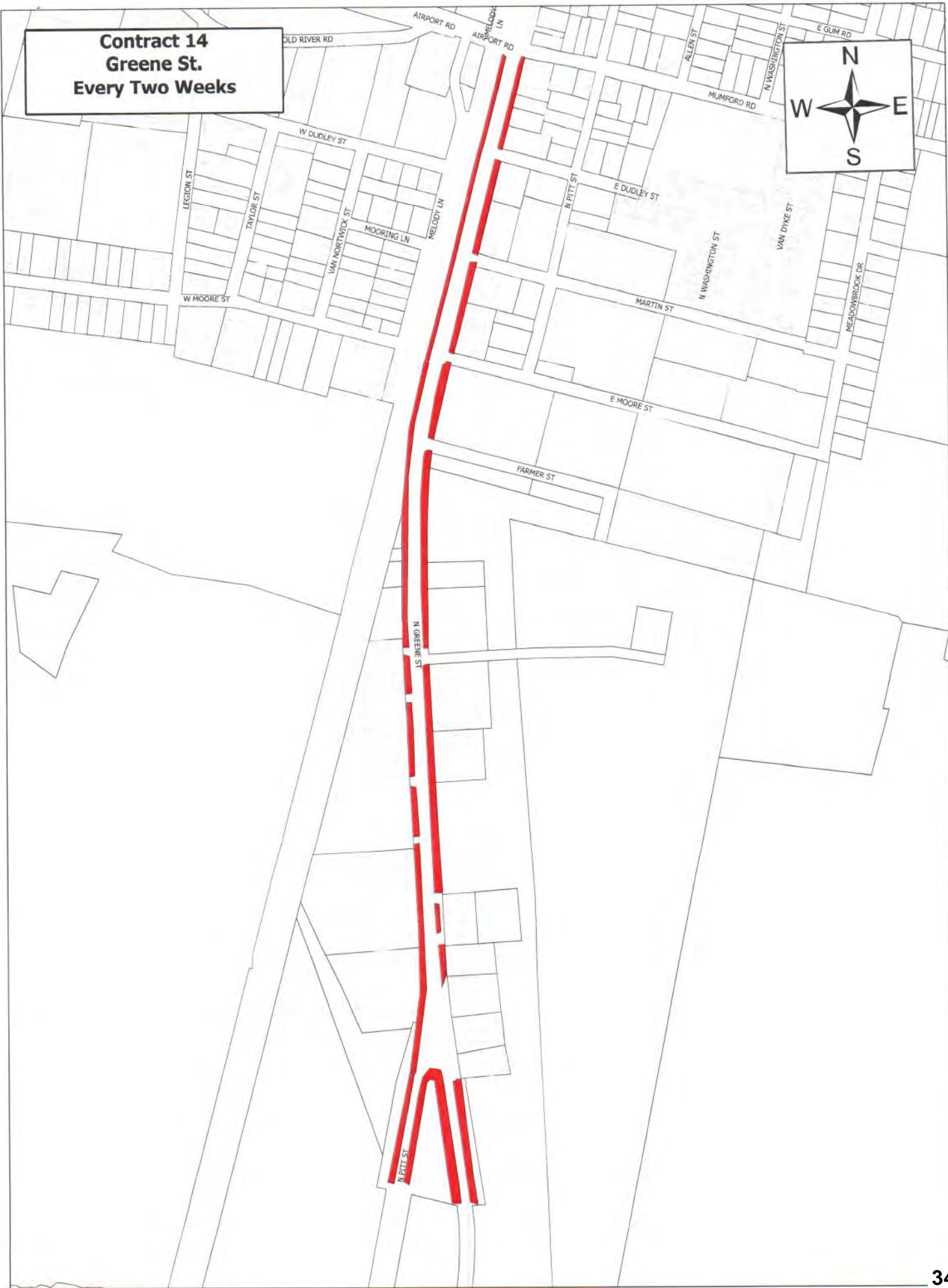
Contract 14
264/ NE Greenville Blvd Area
Every Two Weeks



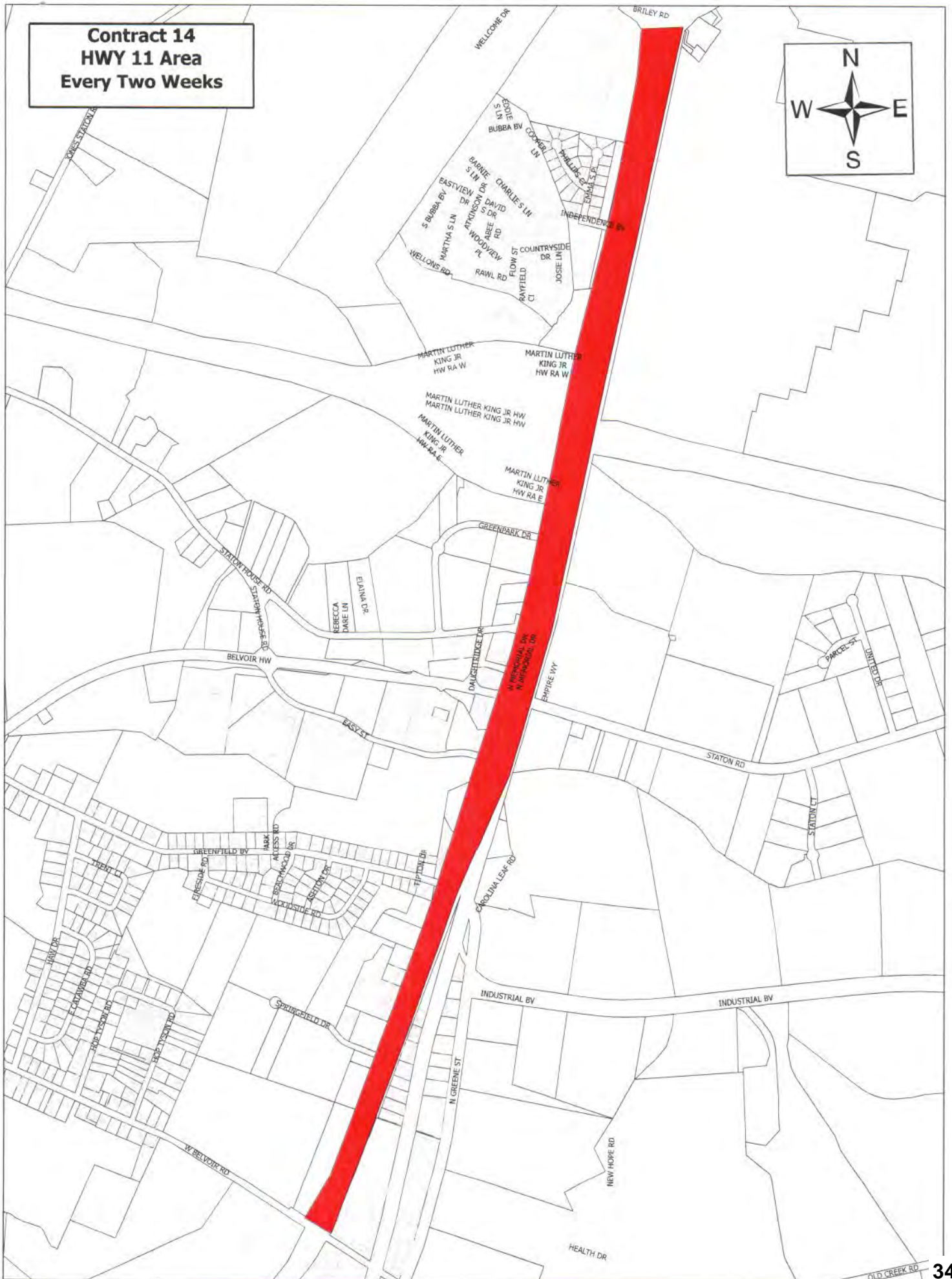
**Contract 14
Dickinson & Memorial
Every Two Weeks**



**Contract 14
Greene St.
Every Two Weeks**



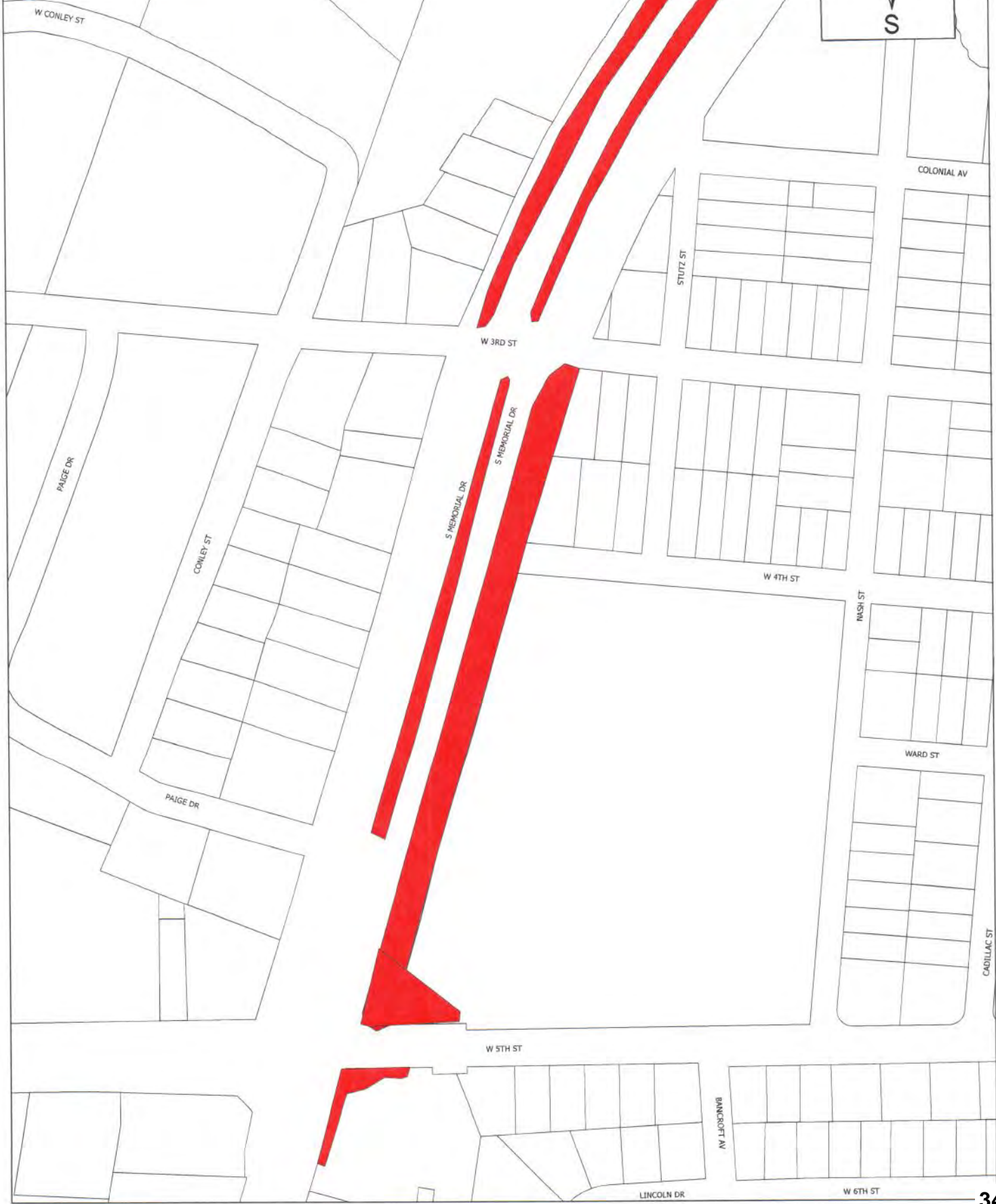
**Contract 14
HWY 11 Area
Every Two Weeks**



Contract 14
N. Memorial Drive
Tar River to Belvoir Road
Every Two Weeks



**Contract 14
Memorial Dr. Area
Every Two Weeks**





City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Contract award for Engineering Grant Administration On-Call Services

Explanation: With the recent increase of state and federal funding opportunities, the City of Greenville desires to obtain grant application and administration services. The professional services contract will be managed by the Engineering Department. The City desires to supplement its existing staff to accomplish its mission of developing and administering various types of state, federal, and private grant funding opportunities for Capital Improvement Projects.

The consultant will provide assistance to the City with grant identification, application, administration, and reporting for various capital projects; total compensation for the contract shall not exceed \$300,000. Initial term of the contract shall be two (2) years from date of execution with an option for a one (1) year extension.

Typical types of work could include, but are not limited to, the following: Grant research and identification of potential funding sources; writing and submitting letters of interest and applications for projects; developing project budgets and cost benefit analysis for applications; grant administration and reporting; and coordination with partners, stakeholders, City staff, and funding agencies.

The Engineering Department solicited Requests for Qualifications (RFQ) in September 2022 from qualified engineering firms interested in providing professional services for Engineering Grant Administration On-Call Services.

In response to the RFQ, five (5) engineering firms/teams submitted proposals. The team led by AECOM from Raleigh, NC, was selected. See Attachment A for the RFQ selection summary.

The contract (Attachment B) will consist of task orders not yet determined. As a potential funding opportunity and eligible capital project is identified, a task order will be scoped and executed.

Fiscal Note: Funds for each task order could come from the requesting Department's operating budget, approved Capital Improvement Projects, and from the Stormwater Utility Fund. If grants are awarded, some funds may be reimbursable depending on the grant limitations. The maximum value of the contract will be \$300,000 over the term of the contract.

Recommendation: City Council award the contract for the Engineering Grant Administration On-Call Services to AECOM of Raleigh, NC in the amount not to exceed \$300,000 over the term of the contract.

ATTACHMENTS

-  [Attachment A AECOM_Agreement_for_Professional_Services.pdf](#)
-  [Attachment B RFQ Selection Summary.pdf](#)

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
TASK ORDER EDITION**

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

City of Greenville (“Owner”) and

 (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for **three (3) years** from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be

separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. ~~(DELETED) the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* ~~(DELETED) If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over

contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit (DELETED)*

- A. ~~If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to

Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. ~~If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.~~
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

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

6.04 *Insurance*

- A. At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be included as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project.
- B. ~~At all times when any Task Order is under performance, Owner shall procure and maintain insurance as set forth in Exhibit G.~~
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, third-party property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.
- D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.
- E. All policies of third-party property insurance relating to a Specific Project shall contain provisions to the effect that Engineer's and Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in specified limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice (10 days' notice for non-payment of premiums) has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

6.05 *Suspension and Termination*

A. *Suspension*

1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer. .
2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

- B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

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

6.06 *Controlling Law:*

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

6.07 *Successors, Assigns, and Beneficiaries:*

- A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution:*

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

6.09 *Environmental Condition of Site:*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law per N.C.G.S. § 22B-1, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, agents, consultants and employees from third-party claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent proximately caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents,

employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

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

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of each particular Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:
 1. *Addenda:* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 2. *Additional Services:* Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
 3. *Agreement:* This "Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
 4. *Application for Payment:* The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 5. *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.
 6. *Basic Services:* Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
 7. *Bid:* The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 8. *Bidding Documents:* The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*: A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern*: Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement*: The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract*: The entire and integrated written agreement between Owner and Contractor concerning the Work.
13. *Construction Cost*: The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants*: Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents*: Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price*: The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times*: The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor*: The entity or individual with which Owner has entered into the Construction Contract.

19. *Correction Period:* The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective:* An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents:* Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *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 a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement:* The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement:* The date indicated in this 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.
25. *Effective Date of the Task Order:* The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Engineer:* The individual or entity named as such in this Agreement.
27. *Field Order:* A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
28. *General Conditions:* That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
29. *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.
30. *Laws and Regulations; Laws or Regulations:* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Owner:* The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the

same individual or entity that will enter into any construction contracts concerning the Project.

32. *PCBs*: Polychlorinated biphenyls.
33. *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 fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
34. *Project*: The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Radioactive Materials*: 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. *Record Drawings*: The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
37. *Reimbursable Expenses*: The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
38. *Resident Project Representative*: The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR will be as set forth in each Task Order.
39. *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.
40. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
41. *Site*: Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
42. *Specifications*: That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
43. *Specific Project*: An undertaking of Owner as set forth in a Task Order.

44. *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 a Site.
45. *Substantial Completion*: The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.
46. *Supplementary Conditions*: That part of the Contract Documents which amends or supplements the General Conditions.
47. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Task Order*: A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
49. *Total Project Costs*: The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
50. *Work*: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. 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 those Contract Documents.
51. *Work Change Directive*: A written directive to a Contractor signed by Owner upon recommendation of the 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 directed 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.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits*

Attachment 1, Task Order (Suggested Form)

Exhibit A, Engineer's Services

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Notice of Acceptability of Work

~~Exhibit F, Construction Cost Limit (Not Included)~~

Exhibit G, Insurance

~~Exhibit H, Dispute Resolution (Not Included)~~

~~Exhibit I, Limitations on Liability (Not Included)~~

Exhibit J, Special Provisions

Exhibit K, Amendment to Task Order

[Note: If an exhibit is not included, write "not included" after the listed exhibit item.]

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

OWNER: City of
Greenville

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. _____

State of: _____

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail
Address: _____

E-Mail
Address: _____

SUGGESTED FORM OF
TASK ORDER

This is Task Order
No. _____, consisting of
_____ pages.

Task Order # _____

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: _____

B. Description: _____

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under _____ Construction Contracts.

2. Services of Engineer

[Check all that apply.]

Study and Report Services

[After reviewing Part 1 of Exhibit A, Engineer's Services, supplement or modify Part 1 as needed for the Specific Project and attach, reference, or insert specific text here.]

Design Services

[After reviewing Part 2 of Exhibit A, Engineer's Services, supplement or modify Part 2 as needed for the Specific Project and attach, reference, or insert specific text here.]

Designing to a Construction Cost Limit

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

SUGGESTED FORM OF

- Bidding or Negotiating Services

[After reviewing Part 3 of Exhibit A, Engineer's Services, supplement or modify Part 3 as needed for the Specific Project and attach, reference, or insert specific text here.]

- Construction and Commissioning Services

[After reviewing Part 4 of Exhibit A, Engineer's Services, supplement or modify Part 4 as needed for the Specific Project and attach reference, or insert specific text here.]

- Resident Project Representative Services

Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.

[If RPR services are not in the scope of the Task Order, do not include any references to RPR services from Exhibit A in any attached, referenced, or inserted specific text regarding Construction Phase services and do not include Exhibit D with the Task Order.]

- Other Services

[After reviewing Part 5 of Exhibit A, Engineer's Services,, supplement or modify Part 5 as needed for the Specific Project and attach, reference, or insert specific text here.]

- Additional Services Requiring an Amendment to Task Order

Part 6 of Exhibit A is incorporated by reference unless otherwise noted.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: *[Here state any additions or modifications to Exhibit B, for this Specific Project.]*

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

SUGGESTED FORM OF
TASK ORDER

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Basic Services (Study and Report, Design, Bidding or Negotiating, Construction and Commissioning, Other Services)	Choose <u>One</u> : A. Lump Sum B. Standard Hourly Rates C. Direct Labor Costs Times a Factor (Factor: _____) D. <i>[Insert any other compensation method]</i>	
Resident Project Representative	Choose <u>One</u> : A. Lump Sum B. Standard Hourly Rates C. Direct Labor Costs Times a Factor (Factor: _____) D. <i>[Insert any other compensation method]</i>	
Additional Services Requiring an Amendment to Task Order	Choose <u>One</u> : A. [Omitted] B. Standard Hourly Rates C. Direct Labor Costs Times a Factor (Factor: _____) D. <i>[Insert any other compensation method]</i>	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

7. Other Modifications to Agreement:

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments:

9. Documents Incorporated By Reference:

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. _____
State of: _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

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

Engineer's Services

PART 1: GRANT APPLICATION DEVELOPMENT SERVICES

For each task order, the types of work under this Agreement include but are not limited to:

- Grant research and identification of potential funding sources.
- Writing and submitting letters of interest for projects.
- Writing and submitting grant applications for projects.
- Developing project budgets for applications.
- Development of Cost Benefit Analysis as required by grant programs.
- Coordination with project partners.
- Planning level design & GIS services for project applications.
- Grant administration and reporting.
- Coordination with funding agencies.
- Meetings in-person and virtual with city staff, partners, design consultants, and funding agencies.
- Site visits as necessary for collection of data or photographs for applications.

Deliverables will be determined based upon each task order, and may include, but not be limited to:

- Letters of Interest
- Grant Applications
- Planning level design plans
- GIS Maps
- Digital files
- Engineering reports
- Schedules
- Project Budgets
- Meeting minutes

PART 2: ADDITIONAL SERVICES REQUIRING AMENDMENT TO TASK ORDER

A2.02 Additional Services Requiring an Amendment to Task Order

- A. ~~*Advance Written Authorization Required:*~~ During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services that requires advance written authorization. The Task Order shall be amended to reflect the inclusion of such Additional Services. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule,

character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

1. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
2. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner, subject to the terms of Paragraph 6.01.F of the Agreement.
3. Overtime work requiring higher than regular rates.
4. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. The Task Order shall be amended to reflect the inclusion of such Additional Services.

1. ~~Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.~~
2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of any Construction Contract in evaluating and determining the acceptability of a proposed substitution, whether approved or not; evaluation and determination of an excessive number of proposed "or equals" or substitutions whether proposed before or after award of the Construction Contract.~~
3. ~~Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
4. Additional or extended services during performance made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required) or (2) the presence at the site of any Constituent of Concern or items of historical or cultural significance. ~~(3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
5. ~~Services in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to Substantial Completion.~~

- ~~6. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program enacted or provided to Engineer subsequent to the Effect Date of the Task Order that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
- ~~8. Evaluation of an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.~~

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

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in the Task Order as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Task Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project. Pay all permit application fees and required mitigation fees (as applicable).
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Specific Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- L. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- M. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- N. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

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

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Method of Payment

B. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates
3. ~~Method C: Direct Labor Costs Times a Factor (Deleted)~~
4. Method D: [Identify any other method to be used to compensate Engineer for some or all _____ of its services]

C2.02 Explanation of Methods

A. Method A – Lump Sum

- ~~1.~~ Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- ~~2.~~ The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- ~~3.~~ The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

- ~~1.~~ For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
- ~~2.~~ Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.

C. Method C – Direct Labor Costs Times a Factor (DELETED)

- ~~1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of _____ for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.~~
- ~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.~~
- ~~3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.~~
- ~~4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.~~
- ~~5. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.~~

D. Method D – *[Identify and define any other method to be used to compensate Engineer for some or all of its services]*

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for ~~computer time and~~ the use of ~~other~~ highly specialized equipment **as may be identified in a Specific Project Task Order**. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (**as of January 1**) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses, **including Consultant services**, allocable to a Specific Project, **the latter Consultant's expense shall be multiplied by a Factor of 1.15.**

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services **at a rate of 1.15.**

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

C. *Maximum Total Compensation Amount*

1. **Total compensation, in aggregate, for all duly executed Specific Project Task Orders shall not exceed three-hundred thousand (\$300,000) without amendment to this agreement.**

This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated _____, _____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

Expense Type	Rate
Mileage	65.5 cents per mile
Lodging – Per diem	\$96 per night
Meals/incidentals – Per diem	\$69 per day
Reproduction/printing	1.82 (average unit cost)

This is **Appendix 2 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____,

Standard Hourly Rates Schedule

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services effective on the date of this Agreement are:

Role	Hourly Rate
Project Manager	149.87
Principal-In-Charge	218.14
Quality Assurance/Quality Control	317.49
Surface Transportation SME	198.54
Senior Transportation Engineer	144.56
Junior Transportation Engineer	99.82
Senior Economist 1	184.02
Senior Economist 2	213.83
Senior Grant Writing/Administration Specialist	148.96
Grant Writing/Administration 1	87.69
Grant Writing/Administration 2	97.20
Senior Transportation Planner	206.58
Senior Graphic Designer	126.09
Multimodal Planning and Design SME	155.96
Rail SME	263.64
Transit SME	222.40
Traffic/ITS SME	218.35
Stormwater/Green Infrastructure SME	214.70
Senior Environmental Engineer	176.82
Junior Environmental Engineer	85.38
Resilience/Sustainability SME	155.44
Multimodal Planning SME	159.88
Safety SME	165.73
Stakeholder Coordination and Public Outreach	102.11
GIS Analyst	80.36
GIS Specialist	115.17
Cost Estimating SME	158.02

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

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General*: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. *Payment Requests:*

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work. (See Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

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

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

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

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

This is ~~EXHIBIT F~~, consisting of _____ pages, referred to in and part of the ~~Agreement between Owner and Engineer for Professional Services – Task Order Edition~~ dated ~~_5_~~ _____.

~~Construction Cost Limit~~

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

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

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

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

Insurance

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

G6.04 *Insurance*

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

1. *By Engineer:*
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Each Accident: \$ _____
 - 2) Disease, Policy Limit: \$ _____
 - 3) Disease, Each Employee: \$ _____
 - c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ _____
 - 2) General Aggregate: \$ _____
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
 - e. Automobile Liability –
 - 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ _____
 - f. Professional Liability –
 - 1) Each Claim Made: \$ _____
 - 2) Annual Aggregate: \$ _____

- g. Other (specify): \$ _____
2. *By Owner: (DELETED)*
- a. ~~Workers' Compensation: _____ Statutory~~
- b. ~~Employer's Liability~~
- 1) ~~Each Accident _____ \$ _____~~
- 2) ~~Disease, Policy Limit _____ \$ _____~~
- 3) ~~Disease, Each Employee _____ \$ _____~~
- c. ~~General Liability~~
- 1) ~~General Aggregate: _____ \$ _____~~
- 2) ~~Each Occurrence (Bodily Injury
and Property Damage): _____ \$ _____~~
- d. ~~Excess Umbrella Liability~~
- 1) ~~Each Occurrence: _____ \$ _____~~
- 2) ~~General Aggregate: _____ \$ _____~~
- e. ~~Automobile Liability~~
- 1) ~~Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident _____ \$ _____~~
- f. ~~Other (specify): _____ \$ _____~~

B. *Additional Insureds:*

1. ~~Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~
2. **The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04A.**

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

~~Dispute Resolution~~

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

{NOTE: Select one of the two alternatives provided}

~~H6.08 – Dispute Resolution~~

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

~~{or}~~

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

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

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

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

Limitations of Liability

16.10.A Limitation of Engineer's Liability

[NOTE: Select one of the three alternatives listed below for 16.10.A.1]

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

[or]

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

[or]

~~1. *Engineer's Liability Limited to the Amount of \$_____:* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or~~

Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$ _____:

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

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

{NOTE: list here particular types of damages that may be of special concern because of the nature of any anticipated Specific Project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees."}

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

{NOTE: If appropriate and desired, include I6.10.A.3 below.}

~~3. Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer for each Task Order under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders on a Specific Project unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost for that Specific Project, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any~~

~~other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.~~

~~*{NOTE: The parties may wish to consider the additional limitation contained in the following sentence.}*~~

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

~~*{Note: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, include the following indemnification of Engineer by Owner as Paragraph 6.10.A.4}*~~

~~4. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

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

Special Provisions

Work for which the Owner may require the services of the Engineer may include, but are not limited to:

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

As an ongoing obligation, the Engineer must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at any time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will take action as appropriate and provided for by law, rule or contract.

E-Verify Requirements: (a) If this Agreement (or “contract”) is awarded pursuant to North Carolina General Statutes (NCGS) 143-129: (i) the contractor represents and covenants that the contractor and its subcontractor comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors”, and “comply” as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this Agreement is subject to NCGS 143-133.3, the Engineer and its subcontractors, and/or the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

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

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order Agreement:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

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

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

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ _____
- b. Net change for prior amendments: \$ _____

- c. This amendment amount: \$ _____
- d. Adjusted Task Order amount: \$ _____

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

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

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: _____

Title: _____

Date
Signed: _____

Engineering Grant Services RFQ	Completeness of Response Applicable Previous Experience of firm or team proposed Qualifications of Individuals proposed for duties Project Management Methods or Processes proposed Total Ranking						Comments
	Weight	1	3.5	3	2.5	Max Pts = 50	
Rating scale is 0 to 5, with 5 being highest							
CONSULTANT FIRM	Weight	1	3.5	3	2.5	Max Pts = 50	
AECOM	Score	4.375	4.5	4.75	4.5		
	Rating	4.375	15.75	14.25	11.25	45.625	
ICF	Score	3.875	3.25	2.75	3		
	Rating	3.875	11.38	8.25	7.5	31	
RK&K	Score	4.375	3.75	3.75	3.75		
	Rating	4.375	13.13	11.25	9.375	38.125	
Tetra Tech	Score	3.875	3.375	3.5	3.875		
	Rating	3.875	11.81	10.5	9.6875	35.875	
WK Dickson	Score	3.375	2.75	2.75	2.5		
	Rating	3.375	9.625	8.25	6.25	27.5	

Score: 0.0 - 5.0
 Rating = Weight x Score

- 1st AECOM
- 2nd RK&K
- 3rd Tetra Tech



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Contract Change Order for Phase 2 of the professional services contract with Raftelis to perform work associated with the Uptown Solid Waste Collection Alternatives

Explanation: The City hired Raftelis, a management consulting company, to assist with the evaluation and recommendation of alternatives for the collection and disposal of commercial solid waste within the Uptown District. Previously, Raftelis assisted the City with an assessment of the current conditions associated with the collection of commercial solid waste. The assessment of current conditions led to the evaluation of several alternatives to better address the commercial collection in the Uptown District. The main focus of the analysis had been evaluating the refuse collection service delivery approach in the Uptown Business District to determine how to create:

- Consistent service levels
- Transparent cost/fee structure
- Elimination of litter and eyesore concerns related to dumpsters in public areas

During the November 7, 2022, City Council work session, Raftelis presented recommendations addressing the Uptown Solid Waste collection. Raftelis was directed by the City to move forward with initiating an RFP process to contract with a single collection services provider in Uptown. The proposed scope of work included herein provides for procurement support in that effort and the development of a transparent rate model for Uptown property owners.

The next phase of the work with Raftelis will require a change order to be initiated. This work will be separated into two activities. During the first activity, Raftelis will provide procurement support to issue an RFP so that the City can select a single provider for the collection of commercial solid waste in the Uptown district. The development of the RFP will include an evaluation process to determine who would provide the best value to the City. The Raftelis team will define and establish service levels for the RFP. After receiving and evaluating the RFP responses, Raftelis will present recommendations on outcomes to the City Council.

During the second activity, Raftelis will develop a rate model to develop potential rate structures. Raftelis will analyze existing data as it relates to billing, recycling, and waste deliveries by customer class, type and quantity within the

Uptown district. Three rate models will be developed. These models will be developed concurrently during the first activity and the data submitted with the cost proposals submitted during the procurement process will be loaded into the rate models. The recommended cost structure will be presented to Council.

Fiscal Note:

The City entered into a contract with Raftelis in January 2022 for \$69,000. This next phase of work will result in a change order to the original contract in the amount of \$71,390 to provide the procurement and rate modelling services for Uptown Solid Waste professional services. Funding is provided through the Public Works Sanitation Enterprise Fund.

Recommendation:

City Council approved the change order to the professional services/management contract with Raftelis in the amount of \$71,390.

ATTACHMENTS

-  [RAFTELIS CONTRACT - 2-9-22.pdf](#)
-  [Raftelis_Phase2_proposal_jan192023.pdf](#)

COMPLETED

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 
ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by


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AGC of America
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
Quality People. Quality Projects. 

ASCE American Society
of Civil Engineers

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Professional Engineers**
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COG 978119

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

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 9, 2022 ("Effective Date") between City of Greenville, NC ("Owner") and Raftelis Financial Consultants, Inc. ("Engineer").

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

Phase 1: Uptown Commercial Service Delivery Alternatives Assessment

Provide analysis and recommendations on a viable uptown commercial solid waste collection plan. Consultant will assess necessary documentation, data, local and state ordinances, conduct necessary meetings in order meetings to provide recommendations on service delivery alternatives. Alternatives to be evaluated are to include - 1) maintain existing service with a lease arrangement for dumpsters on city property 2) provide commercial collection and disposal services via city workforce and equipment, 3) contracting with one or more private vendors for commercial collection in the uptown area with the City acting as billing agent. The evaluation should also provide focused benchmarking and best practice research.

The consultant services will be provided for a period of 1 year from the effective date of the Agreement for work associated solid waste collection. Work may be extended for an additional year by the Owner, in its sole discretion.

("Project").

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

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

ARTICLE 5 – OPINIONS OF COST

5.01 ~~*Opinions of Probable Construction Cost*~~

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

~~probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.~~

~~5.02 Designing to Construction Cost Limit~~

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

~~5.03 Opinions of Total Project Costs~~

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

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

6.04 Insurance

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

not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

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

6.05 *Suspension and Termination*

A. Suspension:

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

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

1. For cause,

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

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

2. For convenience,

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

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

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this

Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

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

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

6.10 *Indemnification and Mutual Waiver*

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

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. NOT INCLUDED
- E. Exhibit E, Notice of Acceptability of Work. NOT INCLUDED
- F. Exhibit F, Construction Cost Limit. NOT INCLUDED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *E-Verify Compliance:*

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

8.06 *Iran Divestment Act Certification:*

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

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

Owner:
City of Greenville

Signature: 


By: Ann Wall

Title: City Manager

Date

Signed: 2/9/22

Engineer:
Raftelis Financial Consultants, Inc.

Signature: 

By: Keith Reading, PE

Title: Executive Vice President,

Date

Signed: January 21, 2022

Engineer License or Firm's
Certificate No. 20-1054069

State of: North Carolina

Address for giving notices:

1500 Beatty Street

Greenville, NC

Address for giving notices:

1001 Winstead Drive, Suite 355

Cary, NC 27513

Designated Representative (Paragraph 8.03.A):

Kevin Mulligan

Title: Public Works Director

Phone Number: 252-329-4520

Facsimile
Number: 252-329-4535

E-Mail Address: kmulligan@greenvillenc.gov

Designated Representative (Paragraph 8.03.A):

Keith Reading

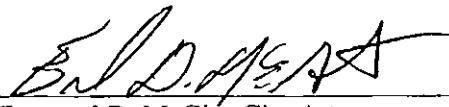
Title: Exec. Vice President

Phone Number: 919.780.9151

Facsimile Number:

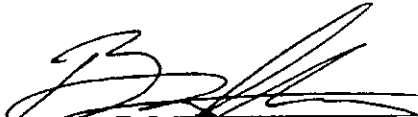
E-Mail Address: kreading@raftelis.com

APPROVED AS TO FORM:


Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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



Byron Hayes, CPA, Director of Financial Services

Various accounts utilized based on projects

This is **EXHIBIT A**, consisting of ⁴2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 9, 2022.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

Scope of services will include

Phase 1: Uptown Commercial Service Delivery Alternatives Assessment

Task 1: Project Kick-off Meetings

Execution of kick-off meeting (web-based or on-site) to begin project. The goals for this meeting include:

- Providing a forum to finalize the work plan and schedule with Owner
- Confirm the study goals and objectives with Owner
- Discuss and review the data needs for the uptown/commercial services assessment
- Discuss the strengths and weaknesses of the current uptown/commercial collection operations
- Identify key community/stakeholder assessment process participants

Conduct up to eight individual interviews with key staff to identify the issues and challenges that the Owner concerning the current service delivery model.

Prior to the kick-off meeting, Consultant to request/review all relevant background information, such as budgets, previous studies, departmental work plans, existing contracts, organizational charts, existing service contracts, and other similar information to inform of required work. Though much of this data will relate to existing service delivery, it will be necessary to collect and assess this data as we evaluate various commercial service delivery options.

In addition to formal status reporting, Consultant will meet with Owner to discuss various project and operating issues.

Task 2: Community/Stakeholder Engagement

Engineer will identify process participants, work with the Owner and schedule up to nine initial community/stakeholder engagement meetings. The first of these meetings will be structured as a process briefing where the Engineer and Owner will discuss with the Uptown Greenville Board of Directors, the goals of the process and solicit initial feedback regarding critical success factors. It is anticipated that this will be a virtual meeting.

Engineer will work with Owner to schedule up to eight additional small group interviews/focus groups with important stakeholders and community groups. These interviews will identify items functioning well under the current model as well as opportunities for improvement.

Following these community engagement meetings, Engineer will provide a summary of key initial findings and observations with the Owner's project team.

Task 3: Assess Service Delivery Alternatives

Engineer to analyze the service delivery options relevant to the uptown commercial service. Specifically, Engineer will review the advantages and disadvantages associated with the current service delivery approach as well as alternative models, including providing all commercial refuse collection in-house (excluding grease collection), contracting with a single provider for refuse and recycling collection within a designated overlay district, or maintaining the current approach with minimal or no change. This analysis will include several components.

Engineer will complete benchmarking research among comparable communities to determine how other public agencies of similar size and service scope approach commercial refuse and recycling collection. This will provide a baseline understanding of the various models that have been effectively implemented within in the State of North Carolina (or other) and its regulatory/legal framework.

Engineer will complete best practice research to determine how other communities, both within and outside of the State of North Carolina have effectively addressed the issues identified during Task 2. Engineer will work with Owner staff to assess whether these service options can be implemented within the State's regulatory framework.

Engineer will develop a comparative matrix that outlines the key components of each service delivery model and whether they meet the operational or customer satisfaction challenges outlined in previous tasks.

Engineer will develop operating cost estimates for three service delivery alternatives. For each alternative that involve increasing the Owner's scope of service and responsibility, the Engineer will estimate the operating impact, including staffing levels, service delivery approach, equipment needs, and non-personnel cost. These estimates will be derived from detailed on-site discussions with Owner staff as well as benchmarking and best practice research and will reflect an approach that can be effectively integrated into the Owner's organizational structure.

Engineer will compile this analysis in a draft assessment memorandum which summarizes process outcomes and conclusions and provides a basis for policy discussions regarding uptown/commercial service.

Engineer will incorporate the Owner's feedback regarding the draft into a final assessment memorandum.

Task 4: Define Necessary Code Revisions

Upon completion of the Phase I findings and recommendations, the Engineer will complete a detailed review of the Owner's solid waste and recycling related ordinances. Engineer will complete a benchmarking/best practice comparison of refuse and recycling ordinances in selected benchmark cities to determine where the Owner can make adjustments to better reflect modern best practices in solid waste management. We will provide a track changes version of recommended ordinance revisions as well as a cover memorandum summarizing the nature of each of the suggested changes.

Task 5: City Council and Stakeholder Presentations

Engineer will develop a PowerPoint type presentation summarizing the study findings and recommendations to make a formal presentation to City Council at either a work session or regular meeting. We will incorporate any changes requested by the Council and finalize the report. We will also provide one additional public meeting to community/stakeholder groups.

Meetings and Deliverables:

During the course of the study, Raftelis has assumed several meetings as indicated in the project timeline, including 8 web-based meetings and 4 on-site meetings as follows:

- One (1) virtual Kick off meeting
- Eight (8) initial virtual staff interviews
- One (1) virtual process briefing and project charter discussion with community/stakeholder groups
- Up to Eight (8) stakeholder interviews/focus groups
- Six (6) virtual meetings for review of assumptions at key milestones
- One (1) City Council Presentation and One (1) community/stakeholder group presentation

The following provides a summary of the key project deliverables:

- Data request and benchmark survey
- Summary of stakeholder engagement process findings
- Service delivery alternative operating model and cost estimate summary report
- Redline version of recommended solid waste ordinance changes with cover memorandum

PART 2 – Other City Services:

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 9, 2022

Owner's Responsibilities

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

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

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

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

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

limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

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

(Exhibit B – Owner's Responsibilities)

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 9, 2022

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – negotiated lump sum for each project phase

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

1. A negotiated lump sum for each Phase issued to the Engineer.
2. In no event shall total compensation for services under Paragraph C2.01 be greater than \$69,000 without going to City Manager for an increase in authorization level, based on the following estimated distribution of compensation:
 - a. Phase 1 - Uptown Commercial Service \$ 69,000
- ~~3. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C2 below.~~
- ~~4. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants’ charges.~~
- ~~5. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billings class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.~~
- ~~6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of 2022) to reflect equitable changes in the compensation payable to Engineer.~~



~~C2.02 Compensation For Reimbursable Expenses~~

- ~~B. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~C. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, of authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~D. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor or _____.~~

~~C2.03 Other Provisions Concerning Payment~~

- ~~E. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor or _____.~~
- ~~F. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~G. Estimated Compensation Amounts:~~

~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

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

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

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

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

~~D1.01 Resident Project Representative~~

- ~~I. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full-time representation or may provide representation to a lesser degree.~~
- ~~J. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.~~
- ~~K. The duties and responsibilities of the RPR are as follows:
 - ~~1. General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.~~
 - ~~2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.~~
 - ~~3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.~~~~

~~4. *Liaison:*~~

- ~~a. — Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.~~
- ~~b. — Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on Site operations.~~
- ~~c. — Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~

~~5. *Interpretation of Contract Documents:* — Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.~~

~~6. *Shop Drawings and Samples:*~~

- ~~a. — Record date of receipt of Samples and approved Shop Drawings.~~
- ~~b. — Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.~~
- ~~c. — Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.~~

~~7. *Modifications:* — Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.~~

~~8. *Review of Work and Rejection of Defective Work:*~~

- ~~a. — Conduct on Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.~~
- ~~b. — Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.~~

~~9. *Inspections, Tests, and System Start ups:*~~

- ~~a. — Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.~~

- ~~b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.~~
- ~~c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.~~
- ~~d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.~~

~~10. Records:~~

- ~~a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.~~
- ~~b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.~~
- ~~c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.~~
- ~~d. Maintain records for use in preparing Project documentation.~~
- ~~e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.~~

~~11. Reports:~~

- ~~a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~
- ~~b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.~~
- ~~c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.~~
- ~~d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.~~

~~12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~

~~13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~

~~14. *Completion:*~~

~~a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.~~

~~b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.~~

~~c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).~~

~~L. Resident Project Representative shall not:~~

~~1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).~~

~~2. Exceed limitations of Engineer's authority as set forth in this Agreement.~~

~~3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.~~

~~4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.~~

~~5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.~~

~~6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.~~

~~7. Accept shop drawing or sample submittals from anyone other than Contractor.~~

~~8. Authorize Owner to occupy the Project in whole or in part.~~

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 9, 2022

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

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

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

Page 1

(Exhibit E – Notice of Acceptability of Work)

EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.

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

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

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

Construction Cost Limit

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

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

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 9, 2022

Insurance

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

G6.04 *Insurance*

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

1. By Engineer:

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

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

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

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

B. *Additional Insureds:*

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

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

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

This is EXHIBIT H, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 9, 2022

Dispute Resolution

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

{NOTE TO USER: Select one of the two alternatives provided}

~~H6.08 Dispute Resolution~~

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

[or]

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

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

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

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

This is EXHIBIT I, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 9, 2022.

Limitations of Liability

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

~~A. Limitation of Engineer's Liability~~

~~[NOTE TO USER: Select one of the three alternatives listed below for 16.10 A.1]~~

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

[or]

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

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

~~*[NOTE TO USER: If appropriate and desired, include 16.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]*~~

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

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

~~*[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ _____."]*~~

~~*[NOTE TO USER: If appropriate and desired, include 16.10.A.3 below]*~~

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

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

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

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

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

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

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

Page 4

(Exhibit I - Limitations on Liability)

EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 9, 2022

Special Provisions

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

E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, Erica Gray (the individual attesting below), being duly authorized by and on behalf of Raffel's Financial Consultants Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 27th day of January, 2022.

Signature of Affiant

Print or Type Name: Erica Gray

State of North Carolina City of Charlotte

Signed and sworn to (or affirmed) before me, this the 27th

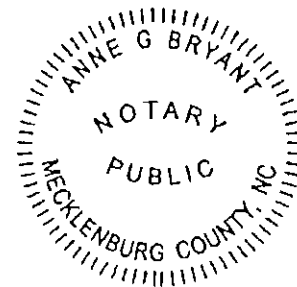
day of January, 2022

My Commission Expires:

May 2, 2026

Anne G. Bryant
Notary Public

(Affix Official/Notarial Seal)



Page 1

(Exhibit J - Special Provisions)

EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.

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

Special Provisions

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

E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

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

This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of North Carolina City of _____

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

day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 9, 2022

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

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

2. *Description of Modifications:*

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

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

[List other Attachments, if any]

5. Agreement Summary (Reference only)

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

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

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

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

ADDENDUM TO THE AGREEMENT BETWEEN
THE CITY OF GREENVILLE, NORTH CAROLINA

AND

RAFTELIS FINANCIAL CONSULTANTS, INC.
DATED THE 9th DAY OF ~~JANUARY~~ ^{FEBRUARY} 2022
("AGREEMENT")

This Addendum amends and modifies and shall be attached to and become a part of the Agreement. In each and every instance in the Agreement the term "Engineer" appears, it shall be amended and modified to read "Prime Consultant" and shall refer to Raftelis Financial Consultants, Inc.

Except as amended and modified herein, the Agreement is ratified and confirmed in all respects.

This 9th day of ~~January~~ ^{February}, 2022

Raftelis Financial Consultants, Inc.

City of Greenville, North Carolina

By: Keith Readling

By: [Signature]

Keith Readling, Executive Vice President

Name, Title

Name, Title

Date: January 21, 2022

Date: 2/9/22

City of Greenville, NC

Solid Waste Financial and Operational Support

PROPOSAL / January 19, 2023

January 19, 2023

Mr. Kevin Mulligan, PE
Director of Public Works
City of Greenville
200 West Fifth Street
Greenville, NC 27858

Subject: Five-Year Operational and Rate Model - Uptown Solid Waste Services

Dear Kevin:

Raftelis is pleased to submit this proposal to assist the City of Greenville (City) with a five-year rate model and operations scan for Refuse and Recycling Services and to provide procurement support for Uptown Business District (Uptown) collections.

Our recent work with you has been focused on developing alternative collection and service approaches in Uptown. As a result of that work, the City has decided to initiate an RFP/RFQ process to contract with a single collection services provider in Uptown. The proposed scope of work included herein provides for procurement support in that effort and the development of a transparent rate model for Uptown property owners. In addition, the proposal outlines the recommended approach to fully develop the five-year operational and financial/rate model for the solid waste fund.

Thank you again for the opportunity to support the City in this important effort. If you have any questions or would like more information, please feel free to contact me directly at 919.780.9151 or kreading@raftelis.com or Jonathan Ingram, our project manager, at 513.430.2887 or jingram@raftelis.com.

Sincerely,



Keith Readling, PE
Executive Vice President



Jonathan Ingram
Senior Manager

Scope of Work

THE FOLLOWING DETAILS THE PROPOSED WORK PLAN.

We will begin this engagement by meeting virtually with the Public Works Director to review the details and expectations of this effort and to finalize the project schedule. We will request and review all relevant background information relevant to this work, but will also build upon the foundation of information gathered from the phase 1 effort to develop service enhancement alternatives for the Uptown Business District.

Throughout the project, we will provide the City with regular project status reports designed to maintain planned project progress and budget, identify and resolve project issues, and review project work products. We anticipate bi-weekly, virtual project check-ins. In addition to formal status reporting, we anticipate numerous informal opportunities for the City to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe it will contribute to a more successful project.

Activity 1: Uptown Trash Service Procurement Support

In Activity 1, we will continue to support the City's effort to enhance the Uptown collection process. During phase 1 of this effort, the Raftelis project team helped the City assess service improvement alternatives and plot a course forward. The City has chosen to initiate an RFP to contract with a single service provider in the Uptown area. To support that course of action, the Raftelis Project Team will provide enhanced procurement support to the City. We will coordinate with the City's public works and procurement staff to develop a draft RFP for Uptown collection services and an evaluation process that aligns with the City's adopted rules and regulations.

During this process, we will work closely with the City to define service level parameters that will be articulated in the RFP. These service level parameters will address the Uptown collection challenges defined during phase 1. Once draft service level parameters are in place, we will conduct one day of in-person public engagement meetings with stakeholders to test and validate service level parameters and processes, before finalizing the RFP for issuance by the City. Our team will then facilitate the RFP review and selection process, drafting all communication to bidders, summarizing process outcomes, and providing an in-person summary of process outcomes to the City Council.

DELIVERABLES

- Draft RFP
- Final RFP
- Selection process briefing materials for RFP review team
- Selection process summary memo

MEETINGS

- Bi-weekly project check-in meetings
- Virtual draft RFP review meeting
- Eight hours of in-person stakeholder meetings
- Eight hours of in-person selection process meetings
- In-person City Council meeting to present process findings and options

Activity 2: Develop Rate Model & Five-year Plan, Including Uptown Rate Model

In Activity 2, Raftelis will begin by evaluating and analyzing five years of historical customer statistics including billing data, recycling statistics, and waste deliveries by customer class, type, and quantity (weight or volume) within the Uptown area, depending on availability of data. We will then work with the City to develop up to three rate model options for consideration. These rate model options will focus on creating ease of administration for the City and cost and service level equity for uptown collection area customers. This rate model will be built concurrently with the procurement processes outlined in Activity 1. Cost proposals submitted through the procurement process will then be loaded into the rate model options to determine potential rate structures. Raftelis will then meet with City staff and key Uptown stakeholders to solicit feedback regarding those alternatives and will prepare a recommendation to be presented to staff and City Council.

DELIVERABLES

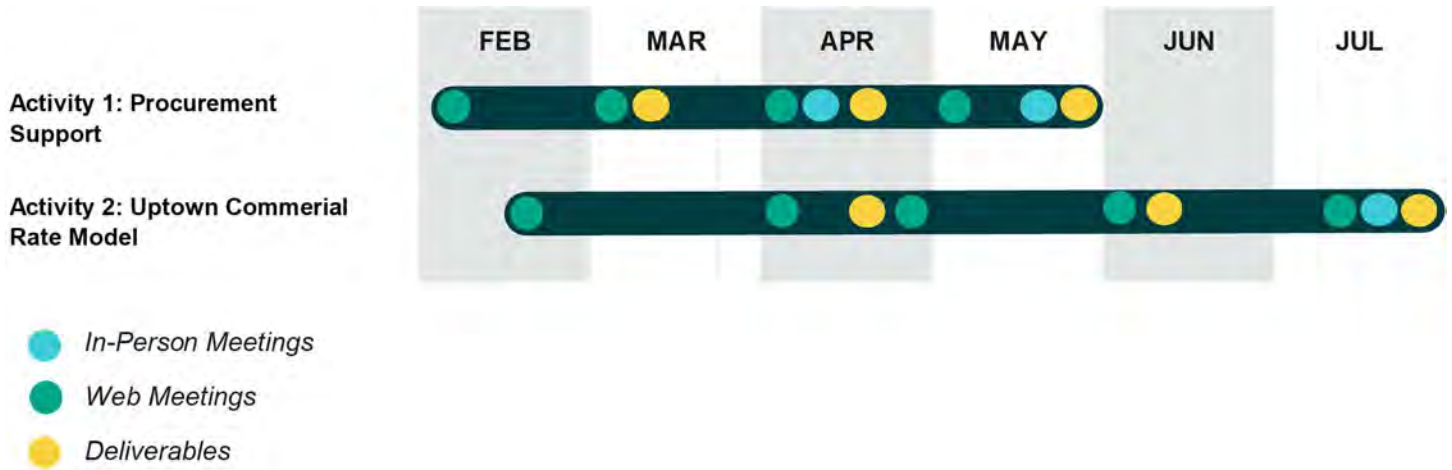
- Proposed Uptown Rate Design
- Technical memorandum outlining assumptions and recommendations
- City Council presentation PowerPoint

MEETINGS

- Virtual meeting to discuss rate design objectives and options
- 2 Virtual Meetings to Review Key Assumptions and Findings
- In-person City Council meeting
- Bi-weekly virtual project check-in meetings

Timeline

We anticipate this scope of work will require approximately six months to complete once a notice to proceed is issued. The following summarizes the recommended project timeline, which is designed to allow for a September implementation date for Uptown collection process revisions.



Cost

The total fixed fee for completion of the scope of work outlined in this proposal is \$71,390. This includes all professional fees and expenses. The City will be invoiced monthly as project progress is made. The following summarize labor and expenses by project activity.

TOTAL BUDGET		Labor	Expenses	Total
Activity 1 -	Uptown Commercial Service Procurement Support	\$36,880	\$4,430	\$41,810
Activity 2 -	Complete Five-year Plan and Uptown Commercial Rate Model	\$22,490	\$7,090	\$29,580
TOTAL		\$59,370	\$11,520	\$71,390



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Agreement with Tyler Technologies for Support Services and Updates for EnerGov

Explanation: The City utilizes the EnerGov system for the majority of all permitting and planning functions and their associated inspections. In order to keep the system up to date and secure, the City pays Tyler Technologies an annual fee to maintain the system and provide support services. The annual maintenance agreement charges will be \$117,186.26 for the period of April 1, 2023 through March 31, 2024. City Council approval is required.

Fiscal Note: Total of \$117,186.26 for one- year maintenance agreement. Funds are included in the City Council-approved budget for Fiscal Year 2023-2024.

Recommendation: Approve the one-year maintenance agreement with Tyler Technologies for the EnerGov system.

ATTACHMENTS

 [Tyler Energov 025-413074 req.pdf](#)



Remittance:
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-413074	03/01/2023	1 of 1

Questions:
 Tyler Technologies- Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: CITY OF GREENVILLE
 ATTN: JON HOGGARD
 200 WEST FIFTH STREET
 GREENVILLE, NC 27834

Ship To: CITY OF GREENVILLE
 ATTN: JON HOGGARD
 200 WEST FIFTH STREET
 GREENVILLE, NC 27834

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
48513 - MAIN - MAIN	177149		USD	NET45	04/15/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Greenville, NC				
	EnerGov Land Management Suite - Maintenance	1	26,322.82	26,322.82
	Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024			
	Software Support & Maintenance: EnerGov GIS Viewer	1	4,015.77	4,015.77
	Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024			
	Software Support & Maintenance: EnerGov iG Workforce Mobile	1	3,666.98	3,666.98
	Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024			
	Software Support & Maintenance: EnerGov ePortal	1	9,178.91	9,178.91
	Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024			
	Software Support & Maintenance: EnerGov eReviews	1	6,884.18	6,884.18
	Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024			
	Software Support & Maintenance: EnerGov IVR Telephony and Automation	1	7,228.39	7,228.39
	Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024			
	Software Support & Maintenance: EnerGov 9 Permitting & Land Management Suite	1	15,789.21	15,789.21
	Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024			
	EnerGov Assist Advanced	1	44,100.00	44,100.00
	Maintenance: Start: 01/Apr/2023, End: 31/Mar/2024			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	117,186.26
Sales Tax	8,203.04
Invoice Total	125,389.30



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Request by Police Department to Utilize Asset Forfeiture Funds to Purchase Equipment

Explanation: The Police Department is seeking approval to use Asset Forfeiture Funds to purchase equipment for the department. The following is a description of the proposed expenditures requested from the Forfeiture account:

Airworxs Go-Command M-30 Drone

- Replacement for one of two patrol drones. Includes dual camera, spotlight, speaker and capacity to operate within indoor environments (\$25,000)

Bounce Imaging Camera

- Camera will provide ability to gather 360 degree views with real time information in areas that are not accessible to drones (\$5,500)

DRACO Delivery Breaching System Including ERT Consumables and Breaching Kit

- Items for the Emergency Response Team (ERT) to be used to mitigate threats inside and outside of structures
- Breaching system attaches to the front of rescue vehicle. System will significantly improve the ability to keep officers safer during breaching incident (\$44,000)

Helmets and Shields with Support System

- Equipment utilized for night vision capabilities and protection during high risk incidents (\$29,000)

OSCR High Resolution Capture System

- System used to photograph and document information during crime scene investigations (\$13,000)

Ultraviolet Imaging System

- Replacement of system used during crime scene investigations for forensic collection (\$25,000)

TruNarc Drug Identification System

- System used to analyze, identify and sample controlled substances without opening the package in which the substances are contained (\$35,000)

Furniture for Part-Time and Reserves

- Workstations to be used by part-time and reserves (\$10,000)

Monitor Replacements

- Replacement of outdated equipment in training rooms. Equipment will also provide the capability to conduct virtual meetings for large groups (\$16,500)

Gym Equipment

- Part of the GPD Wellness program is to improve the health/fitness of department personnel. Improved fitness leads to better work performance, improved overall health, and fewer sick hours away from work (\$16,000)

Recruiting/Promotional items

- Replenish stock of branded items provided at recruiting events and community engagement events (\$16,000)

Fiscal Note:

The total anticipated expenditure from the Asset Forfeiture account is \$235,000. These items are not budgeted within the current fiscal year allocation. Upon the City' use of the requested Forfeiture funds, it is anticipated that the Forfeiture account will have a remaining balance of approximately \$500 thousand.

Recommendation: Staff recommends approval to use Asset Forfeiture funds to purchase the requested equipment.



City of Greenville, North Carolina

Meeting Date: 03/06/2023

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 the 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:

Keel, Mary Louise Cherry	Registered Motor Vehicle	620.00
Dent Surgeons Inc.	Registered Motor Vehicle	428.08
Rieck, Roy John, Jr.	Registered Motor Vehicle	393.92
Ivey, David Christopher	Registered Motor Vehicle	377.28
Dobson, David Bryan	Registered Motor Vehicle	331.33
Freedom Church	Registered Motor Vehicle	323.41
Balow, Bryan John	Registered Motor Vehicle	274.37
Carraway, James Anthony	Registered Motor Vehicle	271.87
Baldino, Salvatore	Registered Motor Vehicle	259.37
Sauls, Krystyan Doneidre	Registered Motor Vehicle	255.57
Ricks, Andrew Kevin	Registered Motor Vehicle	250.36
Britt, Helaina Suzanne	Registered Motor Vehicle	239.32
The L and D Gang, Inc.	Registered Motor Vehicle	580.67
Braxton, Patrice Money	Registered Motor Vehicle	158.41
Volkers, Jane Marie	Registered Motor Vehicle	149.72
Morris, Jason Edward	Registered Motor Vehicle	139.89
Norman, David Allen	Registered Motor Vehicle	127.78
Speight, Charlie Ray	Registered Motor Vehicle	111.17
Gundla, Sandeep	Registered Motor Vehicle	106.03
Corelogic Real Estate Tax Service	Real Estate Taxes	1,292.49
Lereta, LLC	Real Estate Taxes	889.82
Sullivan, Deborah	Real Estate Taxes	508.22
Grimes, Ella Mae	Real Estate Taxes	281.28

Bunting, Hazel Virginia	Real Estate Taxes	214.41
Hopkins, Kimberly Simms	Real Estate Taxes	138.51

Fiscal Note: The total refunded is \$8,723.28

Recommendation: Approval of taxes refunded by City Council



City of Greenville,
North Carolina

Meeting Date: 03/06/2023

Title of Item: Annual Board & Commission Presentations - Multimodal Transportation Commission

Explanation: Boards and commissions are annually scheduled to make brief presentations to the City Council. The Multimodal Transportation Commission is scheduled to make a presentation to the City Council in March 2023.

Fiscal Note: No direct fiscal impact.

Recommendation: Hear the presentation from the Multimodal Transportation Commission.



City of Greenville,
North Carolina

Meeting Date: 03/06/2023

<u>Title of Item:</u>	Discussion of amendment to the Transit Advertising Policy
<u>Explanation:</u>	Mayor PJ Connelly requested a discussion on a possible amendment to the advertising policy for City buses. The current advertising policy was approved by City Council on October 20, 2016 and is attached.
<u>Fiscal Note:</u>	No direct cost
<u>Recommendation:</u>	Discuss an amendment to the Transit Advertising Policy as requested by Mayor Connelly

ATTACHMENTS

 [Transit Advertising Policy Approved by City Council 10-20-2016.pdf](#)



City of Greenville, North Carolina

10/20/16

Meeting Date:
~~10/10/2016~~
Time: 6:00 PM

Title of Item: Transit Advertising Policy

Explanation: **Abstract:** The purpose of this item is to establish standards and guidelines for advertising on the City of Greenville transit system.

Explanation: During a regularly scheduled City Council meeting in June, Council Members heard a benchmark presentation from staff regarding both naming rights and advertising. At the conclusion of the presentation, City staff recommended that the City pursue a Transit advertising program, and City Council Members concurred.

In order to realize the maximum benefit from the sale of advertising space and generate revenue, the paid transit advertising will be managed in a manner that generates as much revenue as practicable, while ensuring the advertising does not discourage the use of the transit system, does not diminish the City's reputation or image in the communities it services, does not diminish the goodwill of its patrons, and is consistent with the City's mission and vision to provide safe and effective public transportation.

This policy is intended to provide clear guidelines as to the types of advertisements that will allow the City to generate and enhance transit operations by fulfilling the following goals and objectives:

- Maximizing advertising revenue;
- Preventing the appearance of favoritism by the City;
- Preventing the risk of imposing demeaning or disparaging views to a captive audience;
- Maintaining a position of neutrality on controversial issues (religion, advocacy, Planned parenthood, etc);
- Preserving the marketing potential of the advertising space by avoiding content that the community could view as demeaning, disparaging, objectionable, inappropriate, or harmful to members of the public generally or to minors in particular;
- Maximizing ridership;

- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders;
- Preventing any harm or abuse that may result from running demeaning, disparaging, or objectionable advertisement;
- Reducing the diversion of resources from transit operations that is caused by demeaning, disparaging, objectionable, inappropriate or harmful advertisements.

If City Council approves this policy, staff will issue a request for proposals or request for qualifications to solicit a third-party advertising firm to manage the City's advertising program on a commission or revenue-sharing basis.

The Public Transportation and Parking Commission reviewed the proposed Transit Advertising Policy on September 21, 2016. The Committee supports the policy.

Fiscal Note: City staff expects this project to result in no additional expense to the City, except for employee time and effort. Revenues generated in accordance with this policy will be determined at the request for proposals process.

Recommendation: Staff recommends that City Council adopt the attached Transit Advertising policy.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

▢ [Transit Advertising Policy Final Version Dave 1035718](#)

**City of Greenville
Transit Advertising Policy**

**Office of Economic Development
Policies & Procedures**

Title	Document Code No.
ADVERTISING POLICY	
Department/Issuing Agency	Date
Office of Economic Development	October 10, 2016
Approved	
Barbara Lipscomb, City Manager	

1.0 SUBJECT TITLE: City of Greenville, Public Works Department

- 1.1 **EFFECTIVE DATE:** October 10, 2016
- 1.2 **TYPE OF ACTION:** Creating an Advertising Policy for Transit
- 1.3 **KEY WORDS:** (1) Transit (2) Advertising

2.0 PURPOSE

- 2.1 **City of Greenville Transit System.** The City of Greenville Public Works Department operates a bus system that includes bus routes throughout the city. The transit system is a vital component of the broad spectrum of public services from the City. The City's transit advertising program is intended to generate revenue to support the transit system.
- 2.2 **Advertising as Revenue Source.** The City's transit operations are funded by a combination of federal, State, and local funds. Advertising revenues are an important additional source of revenue that supports transit operations. The City's fundamental purpose in accepting transit advertising is to generate revenue to reduce the subsidy the City of Greenville provides for bus transportation and transit operations.

The primary purpose of the City's transit system is to provide safe and efficient public transportation within its service area. Consistent with this purpose, the City places great importance on maintaining secure, safe, comfortable, and convenient Transit Facilities and Transit Vehicles in order to, among other things consistent with the provision of effective and reliable public transportation, retain existing riders and attract new users of public transit services. To generate additional revenue while also accomplishing the primary objectives of transit operations, the

City will accept advertising on its Transit Facilities and Transit Vehicles only if such advertising complies with the Advertising Policy.

In order to realize the maximum benefit from the sale of advertising space and generate revenue, the paid transit advertising will be managed in a manner that generates as much revenue as practicable, while ensuring the advertising does not discourage the use of the transit system, does not diminish the City's reputation or image in the communities it services, does not diminish the goodwill of its patrons and is consistent with the City's mission and vision to provide safe and effective public transportation.

- 2.3 **Non Public Forum Status.** The City's acceptance of transit advertising does not provide or create a general public forum or a limited public forum for purposes of communication. In keeping with its proprietary function as a provider of public transportation, and consistent with the City's mission, the City does not intend its acceptance of transit advertising to convert its Transit Vehicles or Transit Facilities into open public forums for public discourse and debate. Rather, the City's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support transit operations. In furtherance of that objective, the City retains strict control over the nature of the advertisements accepted for posting on or in its Transit Vehicles and Transit Facilities.
- 2.4 **Application of Policy.** This Transit Advertising Policy applies to the posting of all advertisements on Transit Facilities and Transit Vehicles
- 2.5 **Disclaimer of Endorsement.** The City's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products, services, information or viewpoints contained therein, or of the advertisement sponsor itself.

3.0 POLICIES:

- 3.1 **Permitted Advertising Content:** Advertising authorized on or in Transit Facilities and Transit Vehicles shall not include any Prohibited Advertising Content as described in section 3.2 and shall either (a) promote City of Greenville programs, products, services, or initiatives or (b) be commercial in nature and purpose.

Commercial advertising is defined as advertising the sole purpose of which is to sell or rent real estate or personal property for profit, or to sell services for profit. Commercial advertising does not include advertising that both offers to sell property or services and/or conveys information about matters of general interest, political issues, religious, moral, environmental matters or issues, other public

matters or issues, or expresses, advocates opinions or positions upon any of the foregoing.

3.2 **Prohibited Advertising Content:** Advertising is prohibited on or in Transit Facilities and Transit Vehicles if it includes any of the following content:

3.2.1 **Political Campaign Speech.** Advertising that promotes or opposes a political party, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.

3.2.2 **Prohibited Products, Services or Activities.** Advertising that (i) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (ii) uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities:

- a. Tobacco or smoking products, including but not limited to cigars, cigarettes, pipe tobacco, chewing tobacco, and other smoking or tobacco related products.
- b. Products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, other products or services related to sexual hygiene, and counseling with regard to pregnancy, abortion, or other reproductive or sexual matters.
- c. Products, services or entertainment directed to sexual stimulation.
- d. Alcohol products such as beer, wine, distilled spirits or any licensed alcoholic beverage.
- e. Any type of gambling products or services with a concept of wagering money and/or items of material value with an uncertain outcome, and with the primary intent of winning additional money and/or material goods.

3.2.3 **Predatory.** Advertising that promotes predatory lending or any activity or product which is predatory in nature.

3.2.4 **False or Misleading.** Advertising that is or that should reasonably have been known to be false, fraudulent, misleading, deceptive, or would constitute a tort of defamation or invasion of privacy.

3.2.5 **Copyright, Trademark or Otherwise Unlawful.** Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.

- 3.2.6 **Illegal Activity.** Any advertising that promotes any activity or product that is illegal under federal, state or local law.
- 3.2.7 **Profanity and Violence.** Advertising that contains any profane language, or portrays images of descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.
- 3.2.8 **Demeaning or Disparaging.** Advertising that contains material that demeans or disparages an individual, group of individuals or entity
- 3.2.9 **Harmful or Disruptive to Transit System.** Advertising that contains material that is so objectionable as to be reasonably foreseeable that it will result in harm to, disruption of or interference with the transportation system.
- 3.2.10 **Lights, Noise and Special Effects.** Advertising that contains flashing lights, sound makers, mirrors or other special effects that interfere with the safe operation of the bus or the safety of bus riders, drivers of other vehicles or the public at large.
- 3.2.11 **Unsafe Behavior.** Advertising that encourages or depicts unsafe behavior.

3.3 Additional Requirements:

- 3.3.1 **Sponsor Attribution and Contact Information.** Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to clearly and visibly identify the sponsor:

Paid for by _____

- 3.3.2 Advertisers will be required to agree to indemnify the City of Greenville, Public Works Department, their officers, and their employees, against any action brought in connection with the content of advertisements.
- 3.4 **Approval Process for Potential Prohibited Advertising Content.** Any advertising that is or may be considered to be Prohibited Advertising Content as described in section 3.2 must be presented to the Public Works Department for a determination as to whether it is Prohibited Advertising

Content as described in section 3.2. If it is determined to be Prohibited Advertising Content as described in section 3.2, it shall be rejected and the advertisement shall not be applied to any Transit Facility or Transit Vehicle. If the proposed advertising is rejected, the party or parties proposing it may request that this decision be reconsidered. Upon such request, the Director of the Public Works Department or designee shall consult with the City Attorney's Office. The Director of Public Works or designee, on the basis of such consultation, shall make the final determination whether the proposed advertising will be accepted or rejected.



City of Greenville, North Carolina

Meeting Date: 03/06/2023

Title of Item: Budget Ordinance Amendment #7 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024)

Explanation: Attached for consideration at the March 6, 2023 City Council meeting is an ordinance amending the 2022-2023 City of Greenville Budget (Ordinance #22-045), the 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</u>	<u>Net</u>
		<u>Amended</u>	<u>Adjustment</u>
A	To realign department personnel budgets based on the results of the City pay study.	General	\$-
B	To adjust Recreation & Parks Capital Projects fund to record bond administrative fees in their respective projects and to establish the Pickleball Conversion project.	Rec & Parks Capital Projects	<\$49,750>
C	To increase the Fleet Maintenance budget based on current year increases in fuel costs.	Fleet Maintenance Fund	\$460,000

	To recognize funding received for the Opioid Settlement.	Special Revenue	\$45,532
E	To appropriate Federal Forfeiture funds as presented to Council during the March 6, 2023 meeting.	General Fund	\$235,000
F	To increase sales tax revenues by \$25,000 for additional holiday decorations in the Uptown Greenville area.	General Fund	\$33,000
G	To increase Rescue Service Transport revenue for the DHHS intergovernmental transfer for medicaid reimbursement.	General Fund	\$60,000

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2022-23 Revised Budget</u>	<u>Amendment #7</u>	<u>2022-23 Budget per Amendment #7</u>
General	\$99,464,240	\$328,000	\$99,792,240
Debt Service	6,322,622	-	6,322,622
Public Transportation (Transit)	4,199,872	-	4,199,872
Capital Reserve	1,250,000	-	1,250,000
Fleet Maintenance	5,415,142	460,000	5,875,142
Sanitation	8,513,983	-	8,513,983
Stormwater	10,963,969	-	10,963,969
Housing	1,981,972	-	1,981,972
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	10,645,862	-	10,645,862
Facilities Improvement	2,391,874	-	2,391,874
Special Revenue Grants	13,846,674	45,532	13,892,206
Public Works Capital Projects	58,993,491	-	58,993,491

Recreation & Parks Capital Projects	16,948,758	<49,750>	16,899,008
Community Development Capital Projects	19,404,227	-	19,404,227
Red Light Camera Program	1,800,000	-	1,800,000
Engineering Capital Projects	32,397,022	-	32,397,022
Occupancy Tax	4,096,128	-	4,096,128
Fire/Rescue Capital Projects	12,919,177	-	12,919,177

Recommendation: Approve Budget Ordinance Amendment #7 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), and the Capital Projects Funds (Ordinance #17-024).

ATTACHMENTS

 [BA_7.xlsx](#)

ORDINANCE NO. 23-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#7) Amending the 2022-23 Budget (Ordinance #22-045), the 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 #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #7							2022-23 Budget per Amend #7
	2022-23 Revised Budget	A.	E.	F.	G.	Total Amend #7		
ESTIMATED REVENUES								
Property Tax	\$ 38,030,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,030,400
Sales Tax	26,935,346	-	-	33,000	-	-	33,000	26,968,346
Video Prog. & Telecom. Service Tax	793,717	-	-	-	-	-	-	793,717
Rental Vehicle Gross Receipts	176,125	-	-	-	-	-	-	176,125
Utilities Franchise Tax	6,828,328	-	-	-	-	-	-	6,828,328
Motor Vehicle Tax	1,746,059	-	-	-	-	-	-	1,746,059
Other Unrestricted Intergov't	871,145	-	-	-	-	-	-	871,145
Powell Bill	2,123,924	-	-	-	-	-	-	2,123,924
Restricted Intergov't Revenues	667,799	-	235,000	-	-	-	235,000	902,799
Licenses, Permits and Fees	4,541,722	-	-	-	-	-	-	4,541,722
Rescue Service Transport	3,200,000	-	-	-	60,000	-	60,000	3,260,000
Parking Violation Penalties, Leases,	275,000	-	-	-	-	-	-	275,000
Other Sales & Services	378,697	-	-	-	-	-	-	378,697
Other Revenues	1,036,194	-	-	-	-	-	-	1,036,194
Interest on Investments	742,690	-	-	-	-	-	-	742,690
Transfers In GUC	7,074,328	-	-	-	-	-	-	7,074,328
Appropriated Fund Balance	4,042,766	-	-	-	-	-	-	4,042,766
Total Revenues	\$ 99,464,240	\$ -	\$ 235,000	\$ 33,000	\$ 60,000	\$ -	\$ 328,000	\$ 99,792,240
APPROPRIATIONS								
Mayor/City Council	\$ 523,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 523,950
City Manager	3,318,402	35,000	-	-	-	-	35,000	3,353,402
City Clerk	382,930	3,095	-	-	-	-	3,095	386,025
City Attorney	686,116	2,371	-	-	-	-	2,371	688,487
Human Resources	4,390,278	(985,654)	-	-	-	-	(985,654)	3,404,624
Information Technology	3,643,762	47,911	-	-	-	-	47,911	3,691,673
Engineering	5,451,549	70,000	-	-	-	-	70,000	5,521,549
Fire/Rescue	17,648,967	205,000	-	-	60,000	-	265,000	17,913,967
Financial Services	2,875,891	37,927	-	-	-	-	37,927	2,913,818
Recreation & Parks	8,336,896	180,000	-	-	-	-	180,000	8,516,896
Police	28,859,882	215,000	235,000	-	-	-	450,000	29,309,882
Public Works	6,400,461	152,000	-	33,000	-	-	185,000	6,585,461
Planning & Development	3,449,436	37,350	-	-	-	-	37,350	3,486,786
OPEB	700,000	-	-	-	-	-	-	700,000
Capital Improvements	-	-	-	-	-	-	-	-
Contingency	25,000	-	-	-	-	-	-	25,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	-	(1,950,887)
Total Appropriations	\$ 84,742,633	\$ -	\$ 235,000	\$ 33,000	\$ 60,000	\$ -	\$ 328,000	\$ 85,070,633
OTHER FINANCING SOURCES								
Transfers to Other Funds	\$ 14,721,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,721,607
Total Other Financing Sources	\$ 14,721,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,721,607
Total Approp & Other Fin Sources	\$ 99,464,240	\$ -	\$ 235,000	\$ 33,000	\$ 60,000	\$ -	\$ 328,000	\$ 99,792,240

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

	2022-23 Revised Budget	B.	Total Amend #7	2022-23 Budget per Amend #7
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,242,207	\$ (119,750)	\$ (119,750)	\$ 1,122,457
Transfer from General Fund	2,623,484	165,828	165,828	2,789,312
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	1,491,352	-	-	1,491,352
Miscellaneous Revenue	567,148	-	-	567,148
Appropriated Fund Balance	572,874	-	-	572,874
Long Term Financing	10,047,748	(95,828)	(95,828)	9,951,920
Total Revenues	\$ 16,948,758	\$ (49,750)	\$ (49,750)	\$ 16,899,008
APPROPRIATIONS				
Water Sports Facility Project	\$ 794,675	\$ (488,350)	\$ (488,350)	\$ 306,325
Wildwood Park	10,102,721	438,600	438,600	10,541,321
Transfer to General Fund	9,000	-	-	9,000
Eppes Remodel	1,359,151	15,000	15,000	1,374,151
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,291,828	(15,000)	(15,000)	4,276,828
Off-Leash Dog Park	175,000	(75,000)	(75,000)	100,000
Parks Comprehensive Master Plan	147,000	-	-	147,000
Pickleball Conversion	-	75,000	75,000	75,000
Transfer to Other Fund	24,383	-	-	24,383
Total Appropriations	\$ 16,948,758	\$ (49,750)	\$ (49,750)	\$ 16,899,008

Section III: Estimated Revenues and Appropriations. Fleet Maintenance Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	C.	Total Amend #7	2022-23 Budget per Amend #7
ESTIMATED REVENUES				
Fuel Markup	\$ 1,604,780	\$ 460,000	\$ 460,000	\$ 2,064,780
Labor Fees	1,606,279	-	-	1,606,279
Parts Markup	1,284,335	-	-	1,284,335
Commercial Labor Markup	665,572	-	-	665,572
Other Revenues	42,150	-	-	42,150
Appropriated Fund Balance	212,026	-	-	212,026
Total Revenues	\$ 5,415,142	\$ -	\$ -	\$ 5,875,142
APPROPRIATIONS				
Fleet Maintenance	\$ 5,415,142	\$ 460,000	\$ 460,000	\$ 5,875,142
Total Appropriations	\$ 5,415,142	\$ 460,000	\$ 460,000	\$ 5,875,142

Section IV: 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:

	2022-23 Revised Budget	D.	Total Amend #7	2022-23 Budget per Amend #7
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 10,604,263	\$ 45,532	\$ 45,532	\$ 10,649,795
CARES Act Funding	1,594,927	-	-	1,594,927
Transfer From General Fund	1,512,170	-	-	1,512,170
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	107,895	-	-	107,895
Total Revenues	\$ 13,846,674	\$ 45,532	\$ 45,532	\$ 13,892,206
APPROPRIATIONS				
Personnel	\$ 2,264,108	\$ -	\$ -	\$ 2,264,108
Operating	5,927,674	-	-	5,927,674
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	150,935	-	-	150,935
STAR Grant	330,000	-	-	330,000
Governor's Crime Commission Grant 22	24,500	-	-	24,500
COPS Community Policing Development	175,000	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	55,135
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Opioid Settlement Trust	-	45,532	45,532	45,532
Transfer to Other Funds	875,000	-	-	875,000
Total Appropriations	\$ 13,846,674	\$ 45,532	\$ 45,532	\$ 13,892,206

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

Adopted this 6th day of March, 2023

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk