



Agenda

Greenville City Council

April 24, 2023

6:30 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 - Council Member Blackburn**
- 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. Authorization to purchase 46 replacement vehicles and equipment for various City

departments and resolution declaring as surplus and authorizing the deposition by electronic auction of 46 vehicles/equipment being replaced

2. Contract Award to Streetlevel Media, LLC, for transit advertising services
3. Various tax refunds greater than \$100

VIII. New Business

4. Contract award for BUILD 5th Street Reconstruction and Streetscape Project, Contract award for BUILD Greenways Project, and Contract award for BUILD Task Order #4 for Construction Engineering Inspection/Materials Testing Services
5. Discussion of amendment to the Transit Advertising Policy
6. Letter of Intent Between the City of Greenville and Capitol Broadcasting, Inc. to Host a Coastal Plain League Baseball Team at Guy Smith Stadium
7. Fiscal Year 2022-23 Third Quarter General Fund Financial Update and Preview of the City of Greenville Fiscal Year 2023-24 Proposed Budget

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 04/24/2023

Title of Item: Authorization to purchase 46 replacement vehicles and equipment for various City departments and resolution declaring as surplus and authorizing the deposition by electronic auction of 46 vehicles/equipment being replaced

Explanation: The Public Works Department is requesting the purchase of 46 replacement vehicles and/or equipment for various City departments at a cost of \$4,168,960.00. A list of the replacement vehicles/equipment is attached. The replacement vehicles/equipment will be funded utilizing monies available in the FY 2023 Vehicle Replacement Fund. These vehicles and equipment have met the replacement criteria set by the City Replacement program. These items will be purchased through the following contracts:

NC-Department of Administration Contracts,
NC Sheriff's Association Contracts,
Sourcewell Contracts and
Bid Procurement/Bid Request for Departments/Divisions:

Building & Grounds:

- (1) Ford Ranger Pickup – Replacing # 6750
- (1) Ford Transit Connect Cargo Van – Replacing # 6664
- (2) Scag Tiger Cat II 61" Mowers – Replacing #'s 8326, 10041

Engineering:

- (2) Ford F-150 Pickups – Replacing #'s 6663, 6797
- (1) Ford Escape SUV – Replacing # 5908

Fire Department:

- (2) Ford F-150 Pickups – Replacing #'s 8174, 8028
- (1) Ford Escape – Replacing # 6784
- (1) Ford F-350 Pickup – Replacing # 6546
- (1) Pierce Enforcer Pumper Fire Truck – Replacing # 8042

Fleet:

- (2) Ford F-150 Pickups – Replacing #'s 6398, 6749

Police Department:

- (14) Ford Explorer Police (Up-fitted) – Replacing #'s 8196, 8275, 8190, 8193, 8185, 8273, 10016, 8272, 7092, 8187, 8271, 6990, 8194, 8274
- (2) Ford Expedition (K9 Up-fitted) – Replacing #'s 8054, 10069

(2) Ford Escape SUVs – Replacing #'s 6670, 7004

(1) Ford F-150 Pickup – Replacing # 6889

Recreation & Parks:

(1) Ford F-250 Pickup – Replacing # 6753

(1) Scag 61” Cheetah Mower & Scag 72” Velocity Mower – Replacing # 7081

(1) John Deere 4052M Tractor – Replacing # 6662

(1) Ford F-150 Pickup – Replacing # 6581

Sanitation:

(1) Ford F-150 Pickup – Replacing # 6972

(1) Dennis Eagle / Labrie Side Loader – Replacing # 8330

(1) Mack Front Loader – Replacing # 10008

Street:

(3) International Single Axle Dump Trucks – Replacing #'s 6793, 6891, 8209

(1) Ford F-150 Pickup – Replacing # 8029

Street Storm Water:

(1) Argo 950 UTV – Replacing # 2309

The Public Works Department has determined the 46 vehicles/equipment listed below are surplus after being replaced. The vehicles/equipment will be removed from the fleet, and staff is requesting that City Council approve a resolution declaring these items as surplus and authorizing the sale of the vehicles via GovDeals, the City’s on-line auction service. All assets are obsolete, experiencing multiple repairs, and/or beyond their useful lives.

ASSET #	YEAR	MANUFACTURER	MODEL	DESCRIPTION	SERIAL NUMBER
10041	2016	HUSTLER	X128VAN54	MOWER	1508708
6664	2007	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	1GCEC14C27Z569946
6750	2008	FORD	RANGER-XL	PICKUP TRUCK	1FTYR14UX8PA59944
8326	2015	JOHN DEERE	ZTRACK-930M	MOWER	TC930MC034022
5908	2004	DODGE	DURANGO-4X4	SUV	1D4HB38N54F161979
6663	2007	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	1GCEC14C57Z563641
6972	2010	FORD	F150-XL	PICKUP TRUCK	1FTNF1CV5AKB68255
6546	2006	FORD	F350-XL	PICKUP TRUCK	1FTWW31P06EA27345
6784	2008	FORD	CROWN VICTORIA	SEDAN	2FAHP71V38X152617
8028	2011	FORD	F150-XL	PICKUP TRUCK	1FTFX1CT6BFC95431
8042	2011	PIERCE	ARROW-XT-PLATFO	FIRE TRUCK TOWER	4P1CA01H6BA011782

8174	2014	CHEVROLET	TAHOE-4WD LS	SUV	1GNSK2E02ER125681
6398	2005	DODGE	GRAN CARAVAN SE	VAN	1D4GP24RX5B334467
6749	2008	FORD	F150-XL	PICKUP TRUCK	1FTRF12W28KD08753
6662	2007	JOHN DEERE	5225	TRACTOR	LV5225S320199
6753	2008	FORD	F250-XL	PICKUP TRUCK	1FTNF205X8ED08075
7081	2010	BEFCO	FLEX-17	MOWER	279444
10016	2016	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MTGG109317
10069	2016	CHEVROLET	TAHOE-4WD	SUV	1GNSKDEC5GR398137
6670	2007	CHEVROLET	MALIBU-LS	SEDAN	1G1ZS57N17F285095
6889	2009	FORD	F150-XL	PICKUP TRUCK	1FTRF12WX9KB35811
7004	2010	TOYOTA	PRIUS-II MODEL	SEDAN	JTDKN3DU4A0139476
7092	2011	CHEVROLET	POLICE SEDAN	SEDAN	2G1WD5EM1B1217581
8054	2012	CHEVROLET	TAHOE-2WD LS	SUV	1GNLC2E08CR308940
8185	2014	FORD	TAURUS POLICE I	SEDAN	1FAHP2MT0EG135126
8187	2014	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT0EG129648
8190	2014	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT3EG131653
8193	2014	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT9EG131656
8194	2014	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT0EG131657
8196	2014	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT4EG131659
8271	2015	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT6FG133916
8272	2015	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT8FG133917
8273	2015	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT5FG132160
8274	2015	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT7FG132161
8275	2015	FORD	TAURUS- POLICE I	SEDAN	1FAHP2MT9FG132162
6990	2010	CHEVROLET	POLICE SEDAN	SEDAN	2G1WD5EMXA1181744
10008	2015	AUTOCAR	ACX64	FRONT LOADER	5VCACLVF3GH222119
8330	2015	AUTOCAR	ACX64	SIDE LOADER	5VCACRVF2FH218256
2309	1993	JOHN DEERE	5300	TRACTOR	LV5300D230445
6793	2008	INTERNATIONAL	4300	DUMP TRUCK	3HTJTSKL99N045329
6891	2009	INTERNATIONAL	4300-SBA	DUMP TRUCK	1HTJTSKL49H155585
8029	2011	FORD	F150-XL	PICKUP TRUCK	1FTFX1CT8BFC95432
6797	2008	FORD	F150-XL	PICKUP TRUCK	1FTVX12518KE83711
6616	2006	FORD	TAURUS	SEDAN	1FAFP53256A257423
6581	2006	CHEVROLET	SILVERADO	PICKUP TRUCK	3GCEC14V66G208896

8209	2014	INTERNATIONAL	7300	DUMP TRUCK	IHTWAAAR0EH061418
------	------	---------------	------	------------	-------------------

Fiscal Note:

Funding for these purchases will come from the Vehicle Replacement Fund (VRF).

Funds received from the sale of the surplus vehicles/equipment will go in the Vehicle Replacement Fund.

Recommendation:

City Council authorize the purchase of the 46 vehicles/equipment as listed using the Vehicle Replacement Fund and approve the resolution declaring the 46 vehicles/equipment being replaced as surplus and authorizing the Financial Services Manager to proceed with the sale of the vehicles via electronic auction.

ATTACHMENTS

-  [RESOLUTION SURPLUS 2023 - FINAL VERSION.pdf](#)
-  [FY23 VRF FINAL.pdf](#)

RESOLUTION NO. _____ - 23
 RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
 AND AUTHORIZING ITS DISPOSITION BY ELECTRONIC AUCTION

WHEREAS, the City of Greenville has surplus property as listed below:

Asset #	Year	Manufacturer	Model	Description	Serial Number
10041	2016	HUSTLER	X128VAN54	MOWER	1508708
6664	2007	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	1GCEC14C27Z569946
6750	2008	FORD	RANGER-XL	PICKUP TRUCK	1FTYR14UX8PA59944
8326	2015	JOHN DEERE	ZTRACK-930M	MOWER	TC930MC034022
5908	2004	DODGE	DURANGO-4X4	SUV	1D4HB38N54F161979
6663	2007	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	1GCEC14C57Z563641
6972	2010	FORD	F150-XL	PICKUP TRUCK	1FTNF1CV5AKB68255
6546	2006	FORD	F350-XL	PICKUP TRUCK	1FTWW31P06EA27345
6784	2008	FORD	CROWN VICTORIA	SEDAN	2FAHP71V38X152617
8028	2011	FORD	F150-XL	PICKUP TRUCK	1FTFX1CT6BFC95431
8042	2011	PIERCE	ARROW-XT-PLATFO	FIRE TRUCK TOWER	4P1CA01H6BA011782
8174	2014	CHEVROLET	TAHOE-4WD LS	SUV	1GNSK2E02ER125681
6398	2005	DODGE	GRAN CARAVAN SE	VAN	1D4GP24RX5B334467
6749	2008	FORD	F150-XL	PICKUP TRUCK	1FTRF12W28KD08753
6662	2007	JOHN DEERE	5225	TRACTOR	LV5225S320199
6753	2008	FORD	F250-XL	PICKUP TRUCK	1FTNF205X8ED08075
7081	2010	BEFCO	FLEX-17	MOWER	279444
10016	2016	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MTGG109317
10069	2016	CHEVROLET	TAHOE-4WD	SUV	1GNSKDEC5GR398137
6670	2007	CHEVROLET	MALIBU-LS	SEDAN	1G1ZS57N17F285095
6889	2009	FORD	F150-XL	PICKUP TRUCK	1FTRF12WX9KB35811
7004	2010	TOYOTA	PRIUS-II MODEL	SEDAN	JTDKN3DU4A0139476
7092	2011	CHEVROLET	POLICE SEDAN	SEDAN	2G1WD5EM1B1217581
8054	2012	CHEVROLET	TAHOE-2WD LS	SUV	1GNLC2E08CR308940
8185	2014	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT0EG135126
8187	2014	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT0EG129648
8190	2014	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT3EG131653
8193	2014	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT9EG131656
8194	2014	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT0EG131657
8196	2014	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT4EG131659
8271	2015	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT6FG133916
8272	2015	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT8FG133917

8273	2015	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT5FG132160
8274	2015	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT7FG132161
8275	2015	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT9FG132162
6990	2010	CHEVROLET	POLICE SEDAN	SEDAN	2G1WD5EMXA1181744
10008	2015	AUTOCAR	ACX64	FRONT LOADER	5VCACLVF3GH222119
8330	2015	AUTOCAR	ACX64	SIDE LOADER	5VCACRVF2FH218256
2309	1993	JOHN DEERE	5300	TRACTOR	LV5300D230445
6793	2008	INTERNATIONAL	4300	DUMP TRUCK	3HTJTSKL99N045329
6891	2009	INTERNATIONAL	4300-SBA	DUMP TRUCK	1HTJTSKL49H155585
8029	2011	FORD	F150-XL	PICKUP TRUCK	1FTFX1CT8BFC95432
6797	2008	FORD	F150-XL	PICKUP TRUCK	1FTVX12518KE83711
6616	2006	FORD	TAURUS	SEDAN	1FAFP53256A257423
6581	2006	CHEVROLET	SILVERADO	PICKUP TRUCK	3GCEC14V66G208896
8209	2014	INTERNATIONAL	7300	DUMP TRUCK	1HTWAAAR0EH061418

WHEREAS, it is the desire of the City Council of the City of Greenville to sell by electronic auction to the highest bidder the above listed surplus properties; and

WHEREAS, North Carolina General Statute § 160A-270 provides for the sale of such City property by electronic auction upon the adoption of a resolution or order by the governing body.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above listed property is hereby declared as surplus and the Financial Services Manager is hereby authorized to sell the above listed property to the highest bidder on May 15, 2023 at 3:00 p.m. via electronic auction on GovDeals - www.govdeals.com, said electronic address being where the information about the property to be sold can be found and where electronic bids may be posted.

BE IT FURTHER RESOLVED, that the property listed above will be sold in accordance with the electronic auction procedure utilized by the Financial Services Manager to sell surplus property and shall be sold on an "as is" basis with the sale being final and that the City of Greenville reserves the right to reject any and all bids.

BE IT FURTHER RESOLVED, that a notice summarizing the contents of this resolution may be published solely by electronic means and that the auction shall occur no sooner than ten (10) days after its publication.

This 24th day of April, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Asset #	Department or Division	Year	Manufacturer	Model	Description	Mileage	Hours	Original Cost	Total Maint & Repair	Category	Usage Type	Downtime	Replacement Vehicle	Replacement Cost	Target Replacement Date	Monthly Rental	Life/Age Points	Mileage/Hours Points	Maint & Repair Points	Usage Points	Down Time Points	Total Points	Recommendation
6750	Building & Grounds	2008	FORD	RANGER-XL	PICKUP TRUCK	61280	0	\$12,000.00	\$19,171.85	TRUCK	NORMAL USE	2058.02	2023 Ford Ranger	\$31,988.00	2018	\$140.00	14	6.13	21.30	6.00	2.06	49.49	Immediate Replacement
6664	Building & Grounds	2007	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	75339	0	\$11,000.00	\$13,808.97	TRUCK	NORMAL USE	1081.2	2023 Ford Transit Connect (Cargo)	\$31,482.00	2017	\$128.33	15	7.53	16.74	6.00	1.08	46.35	Immediate Replacement
8326	Building & Grounds	2015	JOHN DEERE	ZTRACK-930M	MOWER	1317	0	\$7,449.13	\$15,233.21	MOWER	NORMAL USE	2434.76	2023 Scag Tiger Cat / 61" Mower	\$10,800.00	2020	\$134.50	7	0.13	27.27	6.00	2.43	42.83	Immediate Replacement
10041	Building & Grounds	2016	HUSTLER	X128VAN54	MOWER	1052	0	\$8,774.50	\$16,189.79	MOWER	NORMAL USE	4157.06	2023 Scag Tiger Cat / 61" Mower	\$10,800.00	2021	\$158.43	6	0.11	24.60	6.00	4.16	40.86	Immediate Replacement
														\$85,070.00									
6663	Engineering	2007	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	69448	0	\$11,000.00	\$14,107.19	TRUCK	LIGHT USE	1487.68	2023 Ford F-150 Super Crew (Regular Bed)	\$45,002.00	2017	\$128.33	15	6.94	17.10	4.00	1.49	44.53	Immediate Replacement
6797	Engineering	2008	FORD	F150-XL	PICKUP TRUCK	89396	0	\$18,420.00	\$17,609.92	TRUCK	NORMAL USE	1846.09	2023 Ford F-150 Super Crew (XL)	\$45,827.00	2018	\$214.90	14	8.94	\$2,821.00	6.00	1.85	43.60	Immediate Replacement
5908	Engineering	2004	DODGE	DURANGO-4X4	SPORT UTILITY	81984	0	\$15,784.00	\$12,764.01	SUV	MINIMAL USE	1996.9	2023 Ford Escape	\$27,458.00	2014	\$184.15	18	8.20	10.78	2.00	2.00	40.98	Immediate Replacement
														\$118,287.00									
8174	Fire	2014	CHEVROLET	TAHOE-4WD LS	SPORT UTILITY	94402	0	\$35,888.51	\$54,177.86	SUV	SEVERE USE	4809.34	2023 Ford F-150 Super Crew (up fitted)	\$6,881.00	2019	\$418.70	8	9.44	20.13	10.00	4.81	52.38	Immediate Replacement
6546	Fire	2006	FORD	F350-XL	PICKUP TRUCK	89919	0	\$34,735.00	\$33,222.97	TRUCK	NORMAL USE	2346.09	2023 Ford F-350 Super Crew (up fitted)	\$75,054.00	2016	\$405.24	16	8.99	12.75	6.00	2.35	46.09	Immediate Replacement
8028	Fire	2011	FORD	F150-XL	PICKUP TRUCK	111232	0	\$18,000.00	\$14,065.63	TRUCK	HEAVY USE	2730.71	2023 Ford F-150 Super Crew (up fitted)	\$69,482.00	2021	\$210.00	11	11.12	10.42	8.00	2.73	43.27	Immediate Replacement
6784	Fire	2008	FORD	CROWN VICTORIA	SEDAN	101562	0	\$18,000.00	\$13,803.70	CAR	NORMAL USE	836.51	2023 Ford Escape	\$28,708.00	2018	\$247.50	14	10.16	10.22	6.00	0.84	41.22	Immediate Replacement
8042	Fire	2011	PIERCE	ARROW-XT-PLATFO	TOWER TRUCK	40273	0	\$538,213.00	\$254,537.34	FIRE TRUCK	SEVERE USE	9350.76	2023 Pierce Enforcer Pumper	\$1,101,195.00	2026	\$7,475.18	11	4.03	6.31	10.00	9.35	40.68	Immediate Replacement
														\$1,281,320.00									
6749	Fleet	2008	FORD	F150-XL	PICKUP TRUCK	128805	0	\$12,850.00	\$16,065.84	TRUCK	NORMAL USE	1126.04	2023 Ford F-150 XL	\$39,222.00	2018	\$149.92	14	12.88	16.67	10.00	1.13	50.68	Immediate Replacement
6398	Fleet	2005	DODGE	GRAN CARAVAN SE	VAN	104092	0	\$15,998.00	\$14,626.56	VAN	NORMAL USE	3195.83	2023 Ford F-150 Super Crew (Regular Bed)	\$45,002.00	2015	\$186.64	17	10.41	12.19	8.00	3.20	48.80	Immediate Replacement
														\$84,224.00									
6616	Inspections	2006	FORD	TAURUS	SEDAN	71219	0	\$14,500.00	\$6,731.00	CAR	NORMAL	2366	2023 FORD ESCAPE	\$27,458.00	2016	\$147.55	16	7.12	6.19	2.00	2.37	40.01	Immediate Replacement
														\$27,458.00									
8196	Police	2014	FORD	TAURUS-POLICE I	SEDAN	123113	0	\$35,245.44	\$42,745.69	CAR	SEVERE USE	3458.7	2023 Ford Explorer Police (up fitted)	\$61,773.00	2019	\$704.91	8	12.31	16.17	10.00	3.46	49.94	Immediate Replacement
8275	Police	2015	FORD	TAURUS-POLICE I	SEDAN	99644	20355	\$33,898.21	\$49,240.01	CAR	SEVERE USE	3230.54	2023 Ford Explorer Police (up fitted)	\$61,773.00	2020	\$677.96	7	9.96	19.37	10.00	3.23	49.56	Immediate Replacement
8190	Police	2014	FORD	TAURUS-POLICE I	SEDAN	105550	0	\$35,245.44	\$43,560.57	CAR	SEVERE USE	3243.07	2023 Ford Explorer Police (up fitted)	\$58,273.00	2019	\$704.91	8	10.56	16.48	10.00	3.24	48.28	Immediate Replacement
8193	Police	2014	FORD	TAURUS-POLICE I	SEDAN	101989	0	\$35,245.44	\$42,059.45	CAR	SEVERE USE	2619.66	2023 Ford Explorer Police (up fitted)	\$61,773.00	2019	\$704.91	8	10.20	15.91	10.00	2.62	46.73	Immediate Replacement
8054	Police	2012	CHEVROLET	TAHOE-2WD LS	SPORT UTILITY	100947	0	\$45,500.00	\$42,061.22	SUV	SEVERE USE	4067.82	2023 Ford Expedition (K9 up fitted)	\$68,434.00	2017	\$625.63	10	10.09	12.33	10.00	4.07	46.49	Immediate Replacement
8185	Police	2014	FORD	TAURUS-POLICE I	SEDAN	116411	0	\$35,245.44	\$32,122.20	CAR	SEVERE USE	3597.7	2023 Ford Explorer Police (up fitted)	\$57,273.00	2019	\$704.91	8	11.64	12.15	10.00	3.60	45.39	Immediate Replacement
6670	Police	2007	CHEVROLET	MALIBU-LS	SEDAN	113360	0	\$15,000.00	\$11,553.15	CAR	NORMAL USE	2717.05	2023 Ford Escape	\$28,458.00	2017	\$206.25	15	11.34	10.27	6.00	2.72	45.32	Immediate Replacement
10069	Police	2016	CHEVROLET	TAHOE-POLICE-4W	SPORT UTILITY	97169	0	\$38,905.60	\$41,965.34	SUV	SEVERE USE	3976.34	2023 Ford Expedition (K9 up fitted)	\$68,434.00	2021	\$486.32	6	9.72	14.38	10.00	3.98	44.08	Immediate Replacement
8273	Police	2015	FORD	TAURUS-POLICE I	SEDAN	109445	1	\$33,898.21	\$28,906.06	CAR	SEVERE USE	4596.87	2023 Ford Explorer Police (up fitted)	\$61,773.00	2020	\$677.96	7	10.94	11.37	10.00	4.60	43.91	Immediate Replacement
10016	Police	2016	FORD	TAURUS-POLICE I	SEDAN	101321	0	\$35,432.65	\$33,435.56	CAR	SEVERE USE	3512.43	2023 Ford Explorer Police (up fitted)	\$61,773.00	2021	\$738.18	6	10.13	12.58	10.00	3.51	42.23	Immediate Replacement
8272	Police	2015	FORD	TAURUS-POLICE I	SEDAN	87890	47389	\$33,898.21	\$40,778.91	CAR	HEAVY USE	2364.14	2023 Ford Explorer Police (up fitted)	\$61,773.00	2020	\$677.96	7	8.79	16.04	8.00	2.36	42.19	Immediate Replacement
7092	Police	2011	CHEVROLET	POLICE SEDAN	SEDAN	76979	0	\$21,208.00	\$22,856.29	CAR	NORMAL USE	3038.4	2023 Ford Explorer Police (up fitted)	\$58,373.00	2021	\$424.16	11	7.70	14.37	6.00	3.04	42.11	Immediate Replacement
8187	Police	2014	FORD	TAURUS-POLICE I	SEDAN	87692	0	\$35,245.44	\$37,366.83	CAR	HEAVY USE	3069.73	2023 Ford Explorer Police (up fitted)	\$60,773.00	2019	\$704.91	8	8.77	14.14	8.00	3.07	41.97	Immediate Replacement
7004	Police	2010	TOYOTA	PRIUS-II MODEL	SEDAN	73905	0	\$21,898.00	\$20,768.17	CAR	HEAVY USE	1894.15	2023 Ford Escape	\$28,458.00	2020	\$301.10	12	7.39	12.65	8.00	1.89	41.93	Immediate Replacement
8271	Police	2015	FORD	TAURUS-POLICE I	SEDAN	110394	8627	\$33,898.21	\$29,583.34	CAR	SEVERE USE	2183.53	2023 Ford Explorer Police (up fitted)	\$61,773.00	2020	\$677.96	7	11.04	11.64	10.00	2.18	41.86	Immediate Replacement
6889	Police	2009	FORD	F150-XL	PICKUP TRUCK	106836	0	\$27,720.00	\$20,341.63	TRUCK	NORMAL USE	2314.98	2023 Ford F-150 XL Ext Cab / long bed	\$44,486.00	2019	\$323.40	13	10.68	9.78	6.00	2.31	41.78	Immediate Replacement
6990	Police	2010	CHEVROLET	POLICE SEDAN	SEDAN	78621	0	\$20,569.00	\$17,672.51	CAR	NORMAL USE	4214.14	2023 Ford Explorer Police (up fitted)	\$58,373.00	2020	\$411.38	12	7.86	11.46	6.00	4.21	41.53	Immediate Replacement
8194	Police	2014	FORD	TAURUS-POLICE I	SEDAN	101383	0	\$35,245.44	\$25,536.63	CAR	SEVERE USE	2539.19	2023 Ford Explorer Police (up fitted)	\$61,773.00	2019	\$704.91	8	10.14	9.66	10.00	2.54	40.34	Immediate Replacement
8274	Police	2015	FORD	TAURUS-POLICE I	SEDAN	77990	9882	\$33,898.21	\$33,996.81	CAR	HEAVY USE	3851.28	2023 Ford Explorer Police (up fitted)	\$61,773.00	2020	\$677.96	7	7.80	13.37	8.00	3.85	40.02	Immediate Replacement
														\$1,087,292.00									
7081	Recreation & Parks	2010	BEFCO	FLEX-17	MOWER	0	0	\$13,750.00	\$31,577.35	IMPLEMENT	NORMAL USE	4991	Scag 61" Cheetah/ Scag 72" Velocity/ Cool Top	\$29,230.00	2025	\$171.88	12	0.00	30.62	6.00	4.99	53.61	Immediate Replacement
6753	Recreation & Parks	2008	FORD	F250-XL	PICKUP TRUCK	89667	0	\$15,000.00	\$18,208.99	TRUCK	NORMAL USE	2506.11	2023 F-250 Ext Cab XL with lift gate	\$48,395.00	2018	\$175.00	14	8.97	16.19	6.00	2.51	47.66	Immediate Replacement
6662	Recreation & Parks	2007	JOHN DEERE	5225	TRACTOR	5017	0	\$17,943.65	\$23,177.04	TRACTOR	NORMAL USE	3615.4	2023 John Deere 4052M Tractor	\$41,750.00	2019	\$217.50	15	0.50	17.22	6.00	3.62	42.34	Immediate Replacement
6581	Recreation & Parks	2006	CHEVROLET	SILVERADO-1500	PICKUP TRUCK	98460	0	\$17,500.00	\$11,237.11	TRUCK	NORMAL USE	1080.7	2023 Ford F-150 Ext Cab / long bed	\$42,886.00	2016	\$204.17	16	9.85	8.56	6.00	1.08	41.49	Immediate Replacement
														\$162,261.00									
6972	Sanitation	2010	FORD	F150-XL	PICKUP TRUCK	123766	0	\$15,922.00	\$19,040.70	TRUCK	NORMAL USE	4437.48	2023 Ford F-150 Ext Cab / long bed	\$42,886.00	2020	\$185.76	12	12.38	15.94	6.00	4.44	50.76	Immediate Replacement
10008	Sanitation	2015	AUTOCAR	ACX64	FRONT LOADER	58743	7567	\$163,268.00	\$148,733.78	TRUCK	SEVERE USE	8662.3	2023 Mack / Wittke Front Loader	\$341,606.00	2020	\$2,380.99	7	5.87	12.15	10.00	8.66	43.68	Immediate Replacement
8330	Sanitation	2015	AUTOCAR	ACX64	SIDE LOADER	53260	32891	\$281,882.00	\$205,771.66	TRUCK	SEVERE USE	8765.42	2023 Dennis Eagle / Labrie Side Loader	\$412,986.00	2020	\$4,530.25	7	5.33	9.73	10.00	8.77	40.82	Immediate Replacement
														\$797,478.00									
6793	Street	2008	INTERNATIONAL	4300	DUMP TRUCK	71599	8285	\$40,400.00	\$59,134.90	TRUCK	NORMAL USE	7680.33	2023 International Single Axle Dump	\$150,306.00	2018	\$505.0							



City of Greenville, North Carolina

Meeting Date: 04/24/2023

Title of Item: Contract Award to Streetlevel Media, LLC, for transit advertising services

Explanation: Advertising on transit assets, such as buses and bus stop shelters, has become a sustainable revenue source for Greenville Area Transit. GREAT contracts a third-party advertising agency to administer an advertising program. Advertising services include actively seeking advertisers and executing sales agreements for advertising space on GREAT buses and bus shelters. The advertising company is responsible for the design, installation, maintenance, and removal of all advertisement materials.

Streetlevel Media, LLC, responded to the City’s Request for Proposals with an agreeable proposal to provide advertising and sponsorship services for the city transit system.

Fiscal Note: Advertising clients pay Streetlevel Media directly for monthly space rental charges. Streetlevel Media will pay the City of Greenville monthly revenue as stated in the company’s proposal, also outlined in the chart below:

Revenue Split, Projected Gross Revenue, & Minimum Guarantee						
Contract Years	Total Gross Annual Revenue Projections	Revenue Split to GREAT on Gross Revenue	Projected Net Revenue to GREAT	Revenue Split to SLM on Gross Revenue	Projected Net Revenue to SLM	Minimum Annual Guarantee to GREAT
Year 1	94,800.00	53%	50,244.00	47%	44,556.00	24,000.00
Year 2	100,002.00	53%	53,001.06	47%	47,000.94	24,000.00
Option Year 1	103,032.00	53%	54,606.96	47%	48,425.04	24,000.00
Option Year 2	105,348.00	53%	55,834.44	47%	49,513.56	24,000.00
Option Year 3	107,136.00	53%	56,782.08	47%	50,353.92	24,000.00

Recommendation: City Council award a contract to Streetlevel Media, LLC, for advertising and sponsorship services

ATTACHMENTS

 [Contract for Advertising Services March 2023 - COG and Streetlevel Media - Signed by SLM.pdf](#)



AGREEMENT FOR CONTRACTOR SERVICES
GREENVILLE AREA TRANSIT ADVERTISING AND SPONSORSHIP

THIS Agreement made and entered into on this date _____, 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 STREETLEVEL MEDIA, LLC, a limited liability company, who is 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 office is located at 4010 Oleander Drive, Suite 4, Wilmington, NC 28403.

GENERAL RECITALS

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

WHEREAS, the 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 and has followed the required procurement processes pursuant to federal, state and local laws and regulations, where applicable;

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

The Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Contractor shall sell advertising and sponsorship services for the City of Greenville public transit fleet, as defined in the Request for Proposals (“RFP”) and amendments, if any, said work being hereinafter referred to as the “Work”. The RFP 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 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.

More specifically:

- I.A.1 The Contractor is hereby authorized to sell advertising on City Transit vehicles, Bus Shelters and on Sponsor signs.
- I.A.2 The Contractor will seek maximum revenue by utilizing long-term contracts, discounts for multiple vehicle advertising, and other generally accepted advertising industry practices for transit vehicle advertising.
- I.A.3 Proofs for all advertising must be authorized by the City prior to placement of any advertising.
- I.A.4 All advertising must comply with the City's adopted Transit Advertising Policy attached hereto as Exhibit D.
- I.A.5 Advertisements shall conform to recognized business standards and shall not conflict with federal, state, or local laws and/or ordinances.
- I.A.6 All advertising shall be displayed so as to ensure they are neat in appearance.
- I.A.7 All advertising which is torn, cracked, faded, stained or otherwise unsightly in appearance shall be promptly replaced or removed at the expense of the Contractor.
- I.A.8 All dated advertising shall be removed no later than seven days following the final date of an advertised event or offer.
- I.A.9 The City is not responsible for the deterioration of signs due to weather, routine bus washing, maintenance, and/or any accidents which may occur.
- I.A.10 Under no circumstances will an original advertisement be allowed to be in place for a period longer than 24 months -- without written expressed consent of the City.
- I.A.11 No more than 30% of vehicle exterior advertising locations may be occupied by a single client's advertisements.
- I.A.12 Advertisement materials are not allowed to be reused.
- I.A.13 Damage to City vehicles from removed advertising is the responsibility of the Contractor.

I.B. WORK STANDARDS

The Contractor will perform the sale of advertising services, product placement and maintenance for the City of Greenville's public transit fleet in accordance with all applicable federal, state and local laws, regulations and safety guidelines. Further Contractor warrants that:

- I.B.1 It is an experienced marketing company having the ability and skill necessary to perform all the services required of it under this Contract in connection with bus advertising;
- I.B.2 It has the capabilities and resources necessary to perform its obligations hereunder; and
- I.B.3 It is familiar with all laws, rules, and regulations which are applicable to bus advertising (such laws, rules, and regulations including, but not limited to, all local ordinances; City policies and procedures; county, state, and federal laws and regulations which may be applicable to the project; and all orders and interpretations by governing public authorities of such ordinances), requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the project. The Contractor will meet with the City, staff at least quarterly to ensure compliance with the terms and conditions set forth herein.

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:

- I.C.1. This Agreement with any Attachments, including Addendum(s), Amendment(s), and Federal Language attached hereto as Exhibit A;
- I.C.2. If applicable, negotiated Amendments or clarification to the Contractor’s Proposal which have been incorporated by reference to the final Agreement;
- I.C.3 City’s RFP attached hereto as Exhibit B and
- I.C.4 Contractor’s Proposal attached hereto as Exhibit C.

I.D. SUBCONTRACTS

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

- I.D.1. The 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 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 Contractor shall notify all subconsultants and subcontractors under this Agreement of ALL new work assignments made by the City to the Contractor regardless of any particular subconsultant’s or subcontractor’s engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

I.E. CITY'S RESPONSIBILITY

- I.E.1 The City will ensure that vehicles with advertising remain in service the maximum amount of time feasible. This Contract in no way implies or ensures that vehicles with advertising will be in service for a prescribed amount of time.
- I.E.2 The City will allow the Contractor reasonable access to the vehicles for installation of advertising. Access will be at a time of day so that installation or de-installation of the vinyl panels can take place. If possible, access to a garage area where light, wind, and temperature conditions can be controlled will be made available.
- I.E.3 The City will maintain the exterior of vehicles with advertising with the same degree of care given to the entire fleet. Advertisements will be kept free from dirt that may distort the advertising in accordance with the normal procedure for exterior vehicle cleanliness.
- I.E.4 The City will not be responsible for damage to any advertisement that results from road hazards or abnormalities.
- I.E.5 Damage to vehicle advertising from accidents will be borne by the party which has been determined liable for the damage. If liability for damage to advertising cannot be determined, the City will bear no responsibility for repair or replacement of the advertisement.
- I.E.6 The City will provide the Contractor a list of vehicles eligible for advertising with the following information: vehicle number; year of manufacture, and any other requested information that the City typically has available.
- I.E.7 The City agrees to publish the availability of advertising on its website along with the contact information for the Contractor.
- I.E.8 The City agrees to refer all inquiries for vehicle advertising to the Contractor. The City agrees to provide any useful data that helps the rental effort (e.g., miles traveled, average passenger count, and average number of daily stops, special routes traveled, etc.).
- I.E.9 The City will provide an updated list of vehicles which are due to be taken out of service or are out of service for longer than five days due to repairs or accident damage.

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 Transit Manager. If assistance or further information is needed, the Contractor/Consultant shall contact the Transit Manager at (252) 329-4047. All directions and communications from the City to the Contractor/Consultant shall be through the Transit Manager 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 develop 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 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 Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Contractor agrees to reimburse the City for loss or damage of City property while in 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 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 ten (10) days following a written Notice to Proceed to begin work on specified deliverables. The work will be completed according to a written schedule mutually agreed upon by the City and the Contractor. The Contractor will be responsible for implementing and monitoring the schedule. This Agreement will expire April 30, 2025. This Agreement may be extended a maximum of two times for a period of 12 months each if mutually agreed upon by the City and the Contractor.

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 Contractor shall notify the City's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No new assignment will be issued after 24 months from the date of execution or after the not-to-exceed amount has been depleted, whichever occurs first.

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 – COMPENSTATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Contractor services as outlined in ARTICLE I, the Advertisement Rates are based on the proposed rate card submitted by the Contractor with its proposal attached hereto as Exhibit C. Any change or exception to the approved rate card must be approved by the City. Rate charges are to be reviewed by the City on an annual basis. The Contractor is responsible for all advertising production costs, installation, removal, repair of vehicle damage resulting from advertising, travel related to advertising installation, marketing, promotion, internet and telephone costs and any other costs that may result from the selling, promotion and installation of advertising.

IV.A.1. Clients of the Contractor will pay the Contractor directly for monthly space rental charges.

The Contractor will pay the City a percentage share of the gross revenue of rental charges in accordance with the proposal attached hereto as Exhibit C and summarized in the schedule set forth below:

Bus Exterior	53%
Bus Interior	53%
Bus Shelter	53%
Sponsorship Sign	53%

IV.A.2. **Minimum Revenue.** The Contractor will pay the City a minimum annual revenue as set forth in Exhibit C.

IV.B. PAYMENT

Payments shall be remitted by the Contractor to the City no less than once monthly if there is receipt of payment from any advertising organization during a 30-day period. Should a client default on payments, the signs will be removed by the Contractor within seven (7) days.

Payments shall be directed to the following City employee:

City Employee Title:	Public Works Coordinator
Department:	Public Works Department
Physical Address:	1500 Beatty Street, Greenville, NC 27834
Mailing Address:	P. O. Box 7207, Greenville, NC 27835
Telephone:	252-329-4522
Facsimile:	252-329-4535

It shall be the responsibility of the Contractor and all subconsultants and subcontractors to keep records of all payments received or distributed. The City may request copies of this information in the form of a report. An audit of all transit advertising monies received by the Contractor will be provided upon request to the City.

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 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 thirty (30) 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.
- 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. Contractor/Consultant 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 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, 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.A.6 PROPERTY REMOVAL. Should the City terminate this Contract as provided for under this Article, the Contractor shall have 60 days to remove all advertising from City property. The City will reimburse the Contractor or its advertising clients any prepayments for advertising upon removal of advertising from City property. Prepayment will include only prepayment amounts and will be calculated from the date advertising is removed from City property

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

V.B.1. Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. 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 Contractor's performance will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time and location said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

V.B.3. Contractor will provide all equipment necessary to perform the Work required under this Agreement. Contractor shall be responsible for all travel and related expenses.

V.B.4. 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, 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 Transit Manager 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.

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 Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Contractor’s activities and operations while performing services under this contract. The 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. Contractor will promptly notify the City of any Civil or Criminal Actions filed against the 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 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 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 City 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 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.C.4. **NAME AND LOGO.** City grants to the Contractor during the term of this Contract and thereafter a nonexclusive license to use the GREAT name and logo in the Contractor's marketing materials such as press releases, case study briefs/project summaries, and the Contractor website or brochures. License shall remain in effect

unless and until City shall terminate and revoke the same by giving the Contractor 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated. This license shall be perpetual and irrevocable for such use on all materials distributed and/or printed but not yet distributed prior to termination and revocation of said license.

V.D. **CORRECTION OF WORK**

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

Contractor:
Streetlevel Media, LLC
4010 Oleander Drive, STE 4
Wilmington, NC 28403

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 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, photographs, photographic negatives, 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 PROGRAM AND NONDISCRIMINATION**

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

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 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 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 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.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the 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 Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the 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 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 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 Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said 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. 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. 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. 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 Contractor, its employees or associated persons or entities shall be disclosed to the City.

- c. 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. Contractor shall make any such disclosure to the City in writing and immediately upon the 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, 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 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

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 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 Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. 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. Funding for this Agreement is subject to annual appropriation.

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 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 Contractor’s shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Contractor’s shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24 **PEFORMANCE 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 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

STREETLEVEL MEDIA, LLC

VENDOR:

BY: James Dawson
SIGNATURE

Owner / Manager
TITLE

3/27/2023
DATE

EXHIBIT A
SPECIAL PROVISIONS

FEDERAL CLAUSES FOR PROFESSIONAL SERVICES/A&E

No Obligation by the Federal Government.

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

The following access to records requirements apply to this Contract:

1. Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR

Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than seven (7) days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor may not hold retainage from its subcontractors.

The Contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractors to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractors and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Fly America

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their Contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers)

involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through Contractor in the case of a subcontractors bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

ADA Access

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, STREETLEVEL MEDIA, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

James Dawson Signature of Contractor's Authorized Official

James Dawson Owner / Manager Name and Title of Contractor's Authorized Official

3/27/2023 Date

EXHIBIT B
CITY OF GREENVILLE REQUEST FOR PROPOSALS
ADVERTISING AND SPONSORSHIP SERVICES



Find yourself in good company®

REQUEST FOR PROPOSALS (RFP)
“ADVERTISING AND SPONSORSHIP SERVICES”

RFP# 21-22-47

Proposal Due Date:

Friday, August 5, 2022 @ 4:00 p.m.

Location:

City of Greenville
Public Works Department
Attention: Kevin Mulligan
1500 Beatty Street
Greenville, North Carolina 27834

Questions regarding the Specifications:

Contact Person:

Kevin Mulligan

Public Works Director

Telephone: 252-329-4522

Email: kmulligan@greenvillenc.gov

Table of Contents

NOTICE TO PROPOSERS.....	2
1.0 OBJECTIVE.....	3
2.0 BACKGROUND.....	3
3.0 SCHEDULE OF EVENTS.....	4
4.0 INSTRUCTIONS FOR PROPOSERS.....	4
5.0 DEFINITIONS:	6
6.0 PROPOSAL REQUIREMENTS AND FORMAT	8
7.0 PROPOSAL PROCEDURES.....	10
8.0 PROPOSAL EVALUATION.....	11
9.0 SCOPE OF WORK	12
11.0 WARRANTY.....	14
12.0 DEBRIEFING PROCEDURES	14
13.0 PROTEST PROCEDURES	14
14.0 SIGNATURE REQUIREMENTS FOR PROPOSAL DOCUMENTS	16
15.0 REQUIRED PROPOSAL FORMS THAT NEED TO BE EXECUTED	17
16.0 STATE AND LOCAL REQUIREMENTS	17
17.0 CERTIFICATION OF ELIGIBILITY.....	18
18.0 STATEMENT OF BIDDER'S / PROPOSER'S QUALIFICATIONS.....	19
19.0 ANTI-COLLUSION AFFIDAVIT	21
20.0 AUTHORIZATION FOR INFORMATION	22
21.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	23
22.0 PROPOSAL FORM	24
23.0 COMPLETE THIS FORM IF YOU ARE NOT OFFERING A PROPOSAL	26
24.0 IRAN DIVESTMENT ACT.....	27
25.0 CITY OF GREENVILLE ADVERTISING POLICY.....	28

NOTICE TO PROPOSERS

Notice is hereby given that the City of Greenville is seeking a qualified contractor to provide and manage a newly formed City of Greenville advertising and sponsorship services program.

Notice is hereby given that the Public Works Department, on behalf of the Greenville Area Transit (GREAT), a division of the City of Greenville Public Works Department, will receive proposals in the Public Works Department, **until 4:00 p.m., Local Time, Friday, August 5, 2022** for the following services:

CITY OF GREENVILLE ADVERTISING AND SPONSORSHIP SERVICES

Proposals shall be made in accordance with Notice to Proposers, Instructions and Requirements for Proposer, Scope of Work, Federal Transit Administration (FTA) Assurances and Contractual Conditions which are made part of this notice as though fully set forth herein. A copy of this Request for Proposals and proposal forms may be obtained free of charge from the City of Greenville purchasing website at <http://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>.

The City of Greenville reserves the right to award or reject any or all proposals and waive non-material informality or irregularity in any proposal received. The successful Proposer(s) will be required to comply with all applicable Equal Employment Opportunity laws and regulations. All proposals shall remain valid for 90 days from date of proposal opening.

Submission Date is **Friday, August 5, 2022, at 4:00 p.m.** Local Time Prevailing, in the Public Works Department located at 1500 Beatty St, Greenville, NC 27834.

The City of Greenville will affirmatively ensure that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a proposal in response to this notice.

1.0 OBJECTIVE

The objective of this project is to obtain a qualified contractor to provide and manage advertising sponsorship services for the City of Greenville, including but not limited to the following advertising opportunities:

- Transit System including Transit Buses and Shelters
- Adopt-a-Street, Adopt-a-stream, Adopt-a-Bed (landscape) Locations,
- along with other locations or programs as designated by the Director of Public Works or designee

It is the intent of the City of Greenville to select an advertising contractor to provide professional advertising sales and service on buses currently operated by the City of Greenville, as well as bus shelters that the City of Greenville utilizes and offer designated locations. The purpose of the City of Greenville advertising program is to provide: 1) City transit users with information about City events, announcements, and promotions; 2) commercial advertisers a convenient means of advertising; and 3) a source of revenue to support the Transit Division's operations and projects. 4) Sponsorship of other designated programs, such as Adopt-a-Street and Adopt-a-bed, etc.

Proposals will be evaluated based on the evaluation criteria set forth in Section 8.1 below and the professional ability of the contractor and the amount of revenue proposed to be provided from the bus-advertising contract.

2.0 BACKGROUND

Greenville Area Transit (GREAT) was formed in 1976 as a department of the City of Greenville, NC. GREAT operates a network of 6 fixed routes. Service is currently provided weekdays from 8:00 a.m. to 5:30 p.m. There is currently no fixed route service provided on Saturday and Sundays. The grantee's complementary paratransit service, known as PATS, operates during the same days and hours of service as the fixed routes.

The City of Greenville is the recipient of federal and state grants which provide primarily capital project and equipment funding. Funding for GREAT operations is comprised of passenger fares, federal and state funding for maintenance, vehicle tag revenues and City general fund revenues. The City of Greenville is interested in providing additional operating revenues from interior and exterior bus advertising.

Additional advertising opportunities, with the City of Greenville may include Adopt-a-Street, Bus Shelters, Adopt-a-Bed Locations, Designated Parks and Recreation Facility Locations and- Public Benches, along with other locations as designated by the Director of Public Works or designee

Revenues directly related to advertising on Transit equipment or facilities would be used to support added operations and/or facilities.

3.0 SCHEDULE OF EVENTS

The anticipated schedule for selection of a consultant and initiation of service is as follows:

Request for Proposal Released	Monday, July 11, 2022
Proposal Submittals due	Friday, August 5, 2022
Proposals Reviewed and Completed	Week of August 19, 2022
Negotiations Completed/ Best and Final Offers	on or before September 2, 2022

NOTE: Dates subject to change. Any changes to the Proposal Due date shall be issued by Addendum, also any questions or clarification will be responded to by an Addendum.

Issuing Office and Contact

This RFP is being issued by the Public Works Department. The Public Works Department is the office authorized to change, modify, and clarify, etc., the provisions of this RFP and to award any contract(s) resulting from the RFP.

Proposals are to be addressed and delivered as follows:

One (1) original and four (4) additional hardcopies and one (1) CD (Word or PDF format):

**Public Works Director
City of Greenville
1500 Beatty St
Greenville, NC 27834**

Proposals shall be marked:

Name of Proposer, RFP Number, Date and Time Proposal Due

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will be unopened and placed into the contract file and the Proposer will receive a letter advising the offer was not accepted.

4.0 INSTRUCTIONS FOR PROPOSERS

These Instructions/Requirements and any special instructions contained in this Request for Proposals are part of the terms and conditions of the proposal. Exceptions to these Instructions/Requirements or proposal must be specified and submitted with the Proposer's proposal. Failure to indicate any exceptions will be regarded as full acceptance of these Requirements and Instructions.

4.1. EXAMINATION BY PROPOSER

All proposers must examine the request for proposals, schedules, special instructions, and these general requirements prior to submitting any proposal. Failure to examine is at the proposer's own risk.

4.2 SUBMISSION OF FORMS

All proposals must be submitted and completed in ink or typewritten, on the forms provided. The individual signing the proposal must initial any erasures and/or changes. An officer authorized by the proposer or an authorized representative must execute the required forms for this proposal and the contract.

4.3 ORIGINAL PROPOSAL FILED WITH THE CITY OF GREENVILLE'S PUBLIC WORKS DEPARTMENT

Hard Copy Proposals: An original and four (4) copies of the Proposal must be filed with the Public Works Department and clearly identify: [1] the proposal number, [2] description, [3] proposal opening date, and [4] the proposer's name and address. One (1) CD (Word or PDF format). Proposals received after the date and time stated herein will be rejected, the proposer will be notified of the reason for the rejection and the proposal will remain unopened (date and time stamped) in the contract file, there are no exceptions to this statement.

4.4. DESCRIPTIVE TERMS.

Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the request for proposals. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

4.5. EXEMPTIONS FROM CERTAIN TAXES

The purchase of certain items of equipment and/or materials by the City of Greenville is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the proposal prices. Upon request, applicable federal excise exemption certificates will be furnished.

4.6. RIGHT TO AUDIT. The City of Greenville shall at all times have the right to examine books, papers and records of the successful proposer relative to all aspects of the contracts awarded as a result of this request for proposal to confirm contract compliance. Failure to provide the requested information may result in termination of the contract. This right to audit only affects contract compliance as a result of this request for proposal, and does not apply to proposer records beyond the scope of this contract.

4.7. Addendums must be shown received, initialed on the cost section within this proposal as follows:

Example: (Section of the Cost proposal)

I acknowledge receipt of addenda number(s)

Addendum # 1 Date Initialed

Addendum # 2 Date Initialed

Addendum # 3 Date Initialed

Addendum # 4 Date Initialed

4.8 If you do not wish to return a proposal, please return the Not Presenting a Proposal Form, which is included herein.

5.0 DEFINITIONS:

"**GREAT.**" means Greenville Area Transit and division of the City of Greenville Public Works Department (PWD).

Acceptance: It is understood that once the City of Greenville accepts a Proposal, that document will constitute the contract contemplated by these instructions. Proposals are to be submitted on a firm fixed price basis.

Amendments: the City of Greenville must approve changes to the contract and the change will be made by an amendment agreed to by all parties involved.

Award: Award of contract(s) is subject to financial assistance. The successful Proposers shall comply with the conditions and terms applicable thereunder. The successful Proposer shall be requested to comply with all applicable Equal Opportunity Regulations.

Clarification, corrections, or changes to specifications: All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum only. Proposers shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-proposal conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitations holders by facsimile or US mail. It is the Proposers sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged on the Proposing documents.

Commitment: This Request for Proposal does not commit the City of Greenville to award a contract, pay any costs incurred in preparation of Proposals in response to this Offer or to procure or contract for goods and or services. Proposers shall be responsible for all costs incurred as part of their participation in the pre-award process.

DBE Utilization: For the purpose of this contract, the utilization of Disadvantaged Business Enterprises shall follow the Federal guidelines.

Proposal Forms: Forms must be submitted on preprinted of copies of the Proposal Forms supplied within this document.

Informed Proposers: Before submitting Proposals, Proposers must fully inform themselves of the conditions, requirements and specifications of the work or material to be furnished. Failure to do so will be at the Proposers' own risk and they cannot secure relief on the plea of error.

Intent: Please note that the City of Greenville's intent for this request is to obtain a contract(s). Please note time is of essence and the award will be based on the terms and conditions of this offer however the contract(s) will not be awarded until the City Council has given their approval.

Late Proposals: Proposals not received by the Submittal Deadline are late. Late Proposals will be retained in the contract file unopened. The Proposers will receive a letter stating the reason their Proposals were not accepted. All Proposals shall be deemed received at the above address. Proposers are solely responsible for ensuring that his/her Proposal is timely delivered. Proposers who rely on overnight delivery services, the United States mail, private mail services, local couriers or delivery services, remain solely responsible for timely delivery of the Proposal and assume all risk of late delivery, miss-delivery and non-delivery. There will be no exceptions to this policy.

Objectionable Employee: the City of Greenville reserves the right to request and expect the Contractor to dismiss from the work in process at GREAT, any employee whom the City of Greenville may deem incompetent, careless, insubordinate, or otherwise objectionable.

Questions, Interpretations, or correction of Quote Documents: Any Proposer desiring a question, interpretation, change in, deletion of, exception to, or clarification of any provision in this request must submit a written request to Denisha Harris at the City of Greenville on or before the date set within this request. Any questions received after the deadline will not be addressed. VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY OFFER.

Submission Date, Time and location are noted above in this document. (Late Proposals will not be accepted and there are no exceptions to this policy.)

Successful Proposer shall be requested to comply with all applicable Equal Opportunity Regulations.

Term-of Contract: The term for this contract will be for two (2) years with two (2) one year renewal options.

Terms of the Offer: The City of Greenville's acceptance of a Proposer offer shall be limited to the terms herein unless expressly agreed in writing by the City of Greenville's Offer presenting terms other than those shown herein will be declared non-responsive and will not be considered.

Withdrawal: Proposers' authorized representatives may withdraw proposals only by written request received by the Public Works Director before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety (90) calendar days from the Offer Submittal Deadline. At no time may the successful Proposer withdraw their Offer.

6.0 PROPOSAL REQUIREMENTS AND FORMAT

The proposals should indicate the ability of the firm to fulfill all of the requirements described in the Advertising Specifications section. It is requested that the proposals conform to the following general format:

6.1 Company Background

This section should describe the qualifications of the firm. As a minimum this section should contain:

1. Name of company, complete address and telephone number.
2. Location of home office.
3. Location of branch offices.
4. Location of office to service this account.
5. Length of time in business.
6. Listing of key agency principals/officers.
7. Total number of personnel, including indication of number of employees expected to work on this and transit advertising sales force.
8. A listing of clients for whom the company provides similar service,
9. A statement of financial condition of the company including at least one bank reference and two supplier references, accounts and their locations.
10. A statement regarding why the company would be most qualified to handle this account, including past experience in serving transit companies, and other public agencies.

6.2 Experience

This section should describe the experience of the firm and key personnel. As a minimum this section should contain:

1. Track record in an advertising media market comparable to the Greenville, NC area.
2. Experience with outdoor advertising
3. Experience with transit bus advertising
4. Experience with full bus wraps

6.3 Business Plan

This section should include a description of how the company will accomplish the sale of advertising and servicing of the account. As a minimum it should include the following:

1. Company official to be assigned to this account and direct experience in bus advertising sales in a major market. Individual resumes of key personnel proposed.
2. Supplier(s) that will produce advertising signs. Please provide any plan to include disadvantaged business enterprises as suppliers.
3. Proposed working relationship with the City of Greenville personnel.
4. Estimated amount of time to be spent selling advertising in the Greenville region
5. Anticipated frequency of service to racks and signs.
6. Proposed rate card.
7. Sample sales contract.
8. Proposed use of area or national advertising agencies.

6.4 References

This section should include business references of at least three (3) clients. Please include:

1. Company name
2. Contact person name, title and daytime telephone number and general description of your business relationship and type of service provided.

6.5 Payment (Revenue) Proposal

Each proposer should clearly state a payment proposal and estimated annual revenue to the City of Greenville and a minimum guarantee of revenue for each year of the proposed contract (i.e., five years plus option years). In addition, the proposer should state the percentage rate on sales above the guarantee that it will pay the City of Greenville. Please specify the basis on which the percentage rate will be applied (gross or net revenue and what expenses are deducted to determine net revenue). Each proposer should also discuss the method of payment to be used (i.e., monthly, quarterly, semiannually or annually). Alternate methods will be considered and evaluated (i.e. a tiered percentage based on the sale of full wraps down to interior bus cards).

- 6.6 All proposers must be properly licensed by the State and all other authorities having jurisdiction. (Copies of all such licenses and or permits are to be submitted with your response to this proposal. Failure to submit copies of such may cause your proposal to be rejected.
- 6.7 Proposals must concisely set forth full, accurate, and complete information required by this Request for Proposals. The Proposer shall provide all the work described in the Scope of Work. The price to be quoted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the work. Anything omitted from the Scope of Work, which is clearly necessary for the completion of the work, should be considered a portion of such proposal.
- 6.8 No consideration will be given by the City of Greenville to claim of error in a proposal unless written notice of such claim and supporting evidence for such claim, including cost breakdown sheets, are delivered to the City of Greenville within forty-eight (48) hours after the opening of proposals.
- 6.9 Proposals shall be typewritten or written in black ink.
- 6.10 You must have an authorized officer sign all proposals.
- 6.11 Proposer may be required to furnish evidence of financial stability and solvency satisfactory to the City of Greenville.
- 6.12 Proposers are required to answer all questions contained within these specifications. Deviation, omissions, or substitutions may invalidate the proposal.
- 6.13 Proposers are cautioned to verify their proposals before submission as requests for amendments to or withdrawals of proposals submitted, if received by the City of Greenville after such time specified for submission, will not be considered.

- 6.14 The successful Proposer shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all responsible times during the contract period and for five years (and as required by Federal law and/or regulations) from the date of the final payment under this agreement. This shall be for inspection by the City of Greenville or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof. The proposer if requested shall furnish copies of said records. Such records shall include those books, documents and accounting records that represent the proposer's costs of manufacturing, acquiring or delivering the products and or services governed by this agreement.
- 6.15 *PROPOSERS ARE STRONGLY ADVISED TO READ AND ADHERE TO ALL SIGNATURE AND CONTRACTUAL REQUIREMENTS. REQUIREMENTS ARE SPECIFICALLY OUTLINED WITHIN THIS REQUEST FOR PROPOSALS. FAILURE TO COMPLY WITH ALL REQUIREMENTS MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.*

6.16 One (1) original hardcopy and one (1) CD (PDF format) and four (4) additional hard copies.

7.0 PROPOSAL PROCEDURES

- 7.1 Written Proposals or submittals will be evaluated by an Evaluation Committee based on the evaluation criteria set forth in Section 8.1. Proposals within a competitive range (reasonably comparable in price and technical merit) will be identified and oral interviews may be conducted with those Proposers. The Evaluation Committee will review information from the oral interviews and issue a call for negotiations culminating in a request for a "best and final offer" from those Proposers within the competitive range. The contract will be awarded to the responsible and responsive Proposer(s) whose proposal(s) is/are most advantageous to the City of Greenville.
- 7.2 Information contained in the proposals will not be released by the City of Greenville prior to contract award in order to protect the integrity of the procurement process unless required by applicable law. Proposers are further advised that the City of Greenville may be required to release proposal information after contract award. If a Proposer feels that any information is confidential or proprietary in nature, the Proposer must submit all such information in a separately sealed envelope prominently marked with the Proposer's name and "PROPRIETARY INFORMATION". The City of Greenville shall not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order of a court of competent jurisdiction.
- 7.3 In the event a single proposal is received, the City of Greenville will conduct a price and/or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the services used in the comparison. The comparison must be made to a purchase of similar services and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for the City of Greenville to conduct a cost analysis of the proposal price

8.0 PROPOSAL EVALUATION

The City of Greenville is searching for the best possible candidate for this project and will base its selection on an agency's experience, creative and artistic skills, abilities, references and ability to maximize revenues.

8.1 Evaluation Criteria

The committee will use the following criteria to select a vendor. They are:

- A proven record of the firm's capability to meet the scope of work defined in this proposal.
 - Firm's experience on projects of this magnitude and complexity (15)
 - Experience and qualifications of key personnel assigned to this program (15)
 - Firm's references and responses (10)
- Proposed revenue
 - Revenue guarantee (20)
 - Revenue projection based on business plan (20)
- Firm's Business Plan
 - Firm's identification and understanding of the City of Greenville's requirements for this program (10)
 - Firm's experience with specific issues related to this program(10)

The Evaluation Committee will be composed of Director of Public Works, Transit Manager and Supervisors, Assistant Director of Public Works and/or others. This Committee will evaluate the proposals.

Preliminary review will include consideration of responsiveness to the Request for Proposal and shall be based solely on the written responses. Responsive Proposer considered to be within the competitive range by the Evaluation Committee, will be notified of a time and place to make oral presentations if the Evaluation Committee deems it necessary. Any presentation or interview by the Proposer shall be at the sole expense of the Proposer. Negotiations will take place and the Proposer will be given the opportunity to revise the initial proposal and present a best and final offer at the conclusion of negotiations.

The City of Greenville reserves the right to provide the proposed services by direct operation (in-house personnel) subject to an evaluation of fully allocated costs of such operation compared to those of prospective contract operators.

8.2 Oral Presentations

Oral presentations, in-depth technical question and answer sessions, and site visits may be used in the final selection process.

8.3 Negotiations

Negotiations will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract, including contract price. The City of Greenville also reserves the right to request documentation supporting the proposed contract price, including overhead rates for the firm and subcontractors.

8.4 Final Selection

Final selection of a proposer or proposers will be made by committee based on the responses to the Request for Proposal, supplementary information provided in response to Evaluation Committee requests, presentations before the committee, and "best and final offers" upon completion of negotiations.

8.5 Written Contract

Any contract resulting from this Request for Proposal shall be evidenced by a written document, fully executed with funding committed, prior to any work commencing. The contract shall contain, at a minimum, the following items:

1. Standard clauses and Federal Transit Administration (FTA) Assurances
2. Scope of work and nature of services to be provided.
3. Responsibilities of both parties.
4. The method and amount of payment to be paid to the City of Greenville
5. A clause for inclusion by reference of proposal into contract.

This Request for Proposal does not commit the City of Greenville, to any costs incurred in the preparation of a proposal or the negotiations for the contract with any Proposer. Further the City of Greenville does not commit to contract with any Proposer and the City of Greenville may cancel this solicitation at any time.

8.6 Proposal Required Forms and Certifications

Statement of Proposer's Qualifications
Anti-Collusion Affidavit
Authorization for Information Affidavit
Program Fraud and False or Fraudulent Statement
Proposal Form
Proposer Declaration
Debarment
Iran Divestment Act

9.0 SCOPE OF WORK

GREAT is responsible for providing public transportation and paratransit services within the City of Greenville. The fleet includes 13 fixed route buses with advertising potential. These buses currently operate Monday – Saturday. Six (6) routes operate between 6:30am and 7:30 p.m.

The proposer will be responsible for duties that include, but are not limited to the following;

1. Solicit and procure advertisers or sponsors for available space on the following:
 1. Exterior and Interior of buses
 2. Adopt-a-Street
 3. Bus Shelters
 4. Adopt-a-Bed Locations
 5. Designated Parks and Recreation Facility Locations
 6. Designated Public Benches
 7. Other locations as designated by the Director of Public Works or designee
2. Produce all sales pieces (rate cards, etc.), and be responsible for all sales and marketing for advertising or sponsorship sales.
3. Production and supply of advertisements. All advertising materials displayed on buses or other locations shall be of a quality so as to maintain an attractive appearance and to withstand the elements or maintenance activities.
4. Advertisements shall comply with the City of Greenville guidelines and content policy
5. The City of Greenville expressly reserves the right to review, approve and/or reject any advertisers, sponsors, advertising copy, materials or graphics, which the City of Greenville in its discretion deems objectionable. Contractor shall immediately remove any advertisements determined by the City of Greenville to be objectionable.
6. Installation of signs.
7. Proof of performance photos.
8. Billings and collection.
9. The City of Greenville must approve all trade agreements.
10. Provide the City of Greenville with monthly revenue and progress report, as well as copies of all contracts with advertisers.
11. Responsible for the artwork, production, painting and restoration of the painted buses or locations at the end of the contract.
12. Maintain inventory of available space and track dates for advertising to go up and come down.
13. The City of Greenville reserves the right to place advertisements on a space available basis, designed to promote the City of Greenville and/or services, public transportation or not for profit agency services without further compensation to the contractor. The City of Greenville shall pay for the production of such advertisements

14. The City of Greenville reserves the right to assign, alter bus routes, or discontinue or bus routes that are in the best interests of its public transportation operation and the City.

15. The City of Greenville reserves the right to inspect contractor records of agreements, billings and collections.

16. Contractor shall not incur any debt, liability or obligations in the name of the City of Greenville

17. Contractor shall not accept the service of process or summons in the name of, or on behalf of, the City of Greenville

18. **Contract term:** the parties shall write the contract for a three-year term period with two options of renewals for one year each upon agreement.

10.0 IMPLEMENTATION

Proposers will submit their time line from the time receiving the Notice to Proceed to the time the project can be in full operations, this will be discussed during the pre-startup meeting and that date will be presented after the Notice to Proceed.

Proposer shall cooperate with the City of Greenville officials in performing work for compliance.

11.0 WARRANTY

The Proposer warrants that at the time of final acceptance, all services furnished under any resulting contract will be free from defects and will conform to the specifications and all other requirements of this contract. All Proposers will furnish with their proposal one copy of their warranty and guarantee applicable to the services furnished.

Provider warrants that all Services will be performed in a professional manner.

Provider warrants that the Services will comply with all applicable laws, including without limitation federal, state, and local.

12.0 DEBRIEFING PROCEDURES

Post-award debriefing is available to unsuccessful Proposers upon written request five calendar days after receipt of letter to unsuccessful Proposer. The City of Greenville shall disclose the following information, if applicable:

The City of Greenville's evaluation of unsuccessful Proposer's weak or deficient factors in their Proposal, which include cost or price and technical rating, past performance information, overall ranking, if available, a summary of rationale for award, and reasonable responses to relevant questions.

13.0 PROTEST PROCEDURES

1. A written notice of protest against the adequacy of proposals or requests for proposals, including without limitation the pre-award procedure, the instructions, general conditions, specifications and scope of work shall be delivered to the City of Greenville's Financial Services Manager no later than seven (7) calendar days prior to the time set for receipt of proposals. After such time all issues are deemed waived by all interested parties.
2. A written notice of protest against the decision of the City's selection of a contractor or vendor with respect to any Invitation to Bid, Request for Quote, Request for Proposal or Request for Qualifications shall be delivered to the City of Greenville's Financial Services Manager no later than five (5) working days immediately following the City's decision.
3. The City of Greenville Financial Services Manager shall inform the City Attorney, or his/her appointed designee, and/or the Finance Director that a formal protest has been received in the form of a written memo along with a copy of the protest letter. In addition, the Purchasing Manager shall in all instances disclose information regarding protests to FTA.
4. During the period of investigation of the protest, award of a contract or purchase order shall be suspended by the City until such time that the protest has been resolved. The City reserves the right, however, to award such contract if it is deemed essential for the operation of the transit system.
5. The City of Greenville Financial Services Manager, City Attorney (or designee) and/or the Finance Director may receive evidence and legal arguments from any interested party, but shall not be bound by the rules of evidence nor formal procedure.
6. Unless otherwise directed by counsel, a determination concerning the protest shall be made based on a thorough review of written evidence and written arguments. The protestor shall be promptly notified in writing of the decision regarding the protest.
7. Within five (5) working days from its receipt of the decision from the City of Greenville Financial Services Manager, a protestor may request reconsideration of the decision, using the same procedures as described in the preceding paragraphs. The written request shall be delivered to the Purchasing Manager and shall set forth all the grounds upon which the request is made. A written decision on the request for reconsideration shall be issued within ten (10) working days of receipt thereof and shall state in the decision the reasons for granting or denial of this request. This decision is final; however, the protestor may have other remedies such as an appeal to the FTA pursuant to the guidelines outlined below.
8. In accordance with FTA Circular FTA C 4220.1F, a protestor may pursue a protest with FTA only after such time that all administrative remedies with the City have been exhausted.
9. In accordance with FTA Circular FTA C 4220.1F, reviews of protests by FTA will be limited to: (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or (2) violations of Federal law or regulation.

10. An appeal to FTA must be received by the cognizant FTA regional or headquarters Office within five (5) working days of the date the protestor learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

14.0 SIGNATURE REQUIREMENTS FOR PROPOSAL DOCUMENTS

All documents submitted as part of a proposal package must be signed by the person having the legal authority to bind the corporation or firm and that signature attested/notarized in accordance with the rules listed below. Failure to comply with the signature requirements below may result in the proposal being rejected as non-responsive.

(a) Name of Corporation or Firm: Type or print the name of the corporation or firm submitting the Proposal on the line entitled "Name of Corporation or Firm".

(b) Proposals Submitted by a Corporation: All documents requiring signature must have the original ink signature of the President or Vice President of the Corporation. The signature should be made on the line below the name of the corporation or firm. The Corporate Secretary must witness the President's signature or Assistant Corporate Secretary, who signs on the line to the left of the President, and the firm's corporate seal, must be affixed. For each signature, the name and title of the person who signed must be typed or printed on the line below the signature line.

(c) Proposals submitted by a Company: All documents requiring signatures must have the original ink signature of the Owner. The signatures should be made on the line below the name of the corporation or firm. No seal and witness signature are required in the "Attest" area. However, a Notary Public who will complete the required information and affix his/her seal must witness the Owner's signature. The name and title of the person who signed the Proposal must be typed or printed on the line below the signature line.

(d) Proposals submitted by Partnerships: All documents requiring signatures must have the original ink signature of a General Partner. The signatures should be made on the line below the name of the corporation or firm. No seal and witness signature are required in the "Attest" area. However, a Notary Public who will complete the required information and affix his/her seal must witness General Partner's signature. The name and title of the person who signed the Proposal must be typed or printed on the line provided beneath the signature line.

(e) Proposals submitted as a Joint Proposal: If two or more parties submit a joint Proposal, all forms must be signed by the appropriate representatives of each/all parties and each signature attested/notarized as provided above. The Proposer should modify the signature spaces to meet this requirement. Under each signature, the name and title of each person who signed must be typed or printed.

(f) Authorized Representative Signature Requirements: Some businesses may delegate the City of Greenville to sign Proposal documents to an authorized representative or agent. In such cases, all documents requiring signatures must have the original ink signatures of the "authorized" representative or agent. Attached to the documents signed by the authorized representative must be a power of attorney or resolution of the authorizing entity, executed in conformance with the above signature requirements, specifically providing the authorized representative with the City of Greenville to execute the documents

on behalf of and binding the authorizing entity. A Notary Public who will complete the required information and affix his/her seal must notarize each signature on the documents and that of the authorizing entity. On the line beneath each signature, type or print the signer's name and title.

15.0 REQUIRED PROPOSAL FORMS THAT NEED TO BE EXECUTED

Certification that you are not on the City of Greenville's list of ineligible proposers

Statement of Proposer's Qualifications

Anti-Collusion Affidavit

Authorization for Information Affidavit

Program Fraud and False or Fraudulent Statement

Proposal Form

Proposer Declaration

Debarment Form

Iran Divestment Act

All documents need to be signed prior to contract execution. The owner or an officer of the business or corporation may sign this document. A corporate seal or Letter of Authorization is needed for any other signer. For instance, if a salesman or manager signs this form, a Letter of Authorization or a corporate seal is to be attached. Also if you do not have a corporate seal, the documents need to be notarized.

If you have any questions or concerns before having this document signed, please contact the Purchasing Manager with the City of Greenville Purchasing Division at (252) 329-4862.

16.0 STATE AND LOCAL REQUIREMENTS

E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

IRAN DIVESTMENT ACT: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the term of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

CERTIFICATION THAT YOU ARE NOT ON THE CITY OF GREENVILLE'S

LIST OF INELIGIBLE PROPOSERS

The Proposer or Sub-contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the City of Greenville;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the Proposer or Sub-contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PROPOSER OR SUB-CONTRACTOR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et. seq. ARE APPLICABLE THERETO.

By: _____
Name of Corporation or Firm

Authorized Signature

The authorized official signing above hereby certifies that he/she has under State and Local law to comply with the subject assurances and that the certification above has been legally made.

State of (_____)

County of (_____)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public: _____

Notary Number _____

My Commission Expires _____

STATEMENT OF BIDDER'S / PROPOSER'S QUALIFICATIONS (Page 1 of 2)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you're bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

1. Name of Bid/Proposer _____
2. Permanent Main Office Address _____

3. Office Phone _____ Cell Phone _____
4. Fax Number _____ E-mail Address _____
5. When Organized _____
6. If a Corporation, where Incorporated _____
7. How many years have you been engaged in business under your present firm or trade name?

8. Contracts on hand: _____ (Schedule these, showing gross amounts of each Contract Agreement and the appropriate anticipated date of completion, **this will be an attachment.**)
9. General character of work performed by you. _____
10. Have you ever failed to complete any work awarded to you? Yes _____ No _____
11. If so, where and why? _____
12. Have you ever defaulted on a Contract Agreement? Yes _____ No _____
13. If so, where and why? **This will be an attachment.**
14. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed, **this will be an attachment.**
15. List your major equipment available for this Contract Agreement, **this will be an attachment.**
16. Experience in General or Sub-contractor specialty work similar in importance to this project, **this will be an attachment.**
17. Background and experience of the principal members of your organization, including the officers, **this will be an attachment.**

18. Give bank reference _____

19. The City of Greenville's list of ineligible Proposer may ask for a detailed financial statement that you must furnish. If requested, you must answer if you are in agreement that you will furnish the financials.
Yes _____ No _____

20. Net Worth Ratio: _____

STATEMENT OF BIDDER'S / PROPOSER'S QUALIFICATIONS (Page 2 of 2)

Bidder/Proposer may submit any additional information he/she desires.

Dated this _____ day of _____ 2022.

Being duly sworn deposes and says that he/she is _____
(Title) and that the answers to the foregoing questions and all statements therein contained are true and correct.

By: _____
Name of Corporation or Firm

Authorized Signature

State of (_____)

County of (_____)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public: _____

Notary Number: _____

My Commission Expires: _____

ANTI-COLLUSION AFFIDAVIT

This Proposal will not be considered unless this form has been fully completed and signed by the Proposer or Proposer's Authorized Agent, and notarized, dated and completed by a Notary Public.

The following affidavit is submitted by or on behalf of the Proposer as a part of this Proposal:

The undersigned of lawful age, being first duly sworn on oath, says:

The undersigned is the Proposer or the duly authorized agent of the Proposer submitting the Proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of collusion among Proposer and between Proposer and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract Agreement pursuant to the Proposal to which this statement is attached;

The undersigned is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Proposal; and

Neither the Proposer nor anyone subject to the Proposer's direction or control has been a party to:

Any collusion among Proposer in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from Proposing;

Any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between Proposer and any City or Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

State of (_____)

County of (_____)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public _____

Notary Number _____

My Commission expires _____

AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the City of Greenville in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this _____ day of _____, 2022.

By _____
Name of Corporation or Firm

Authorized Signature

State of (_____)

County of (_____)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public: _____

Notary Number _____

My Commission Expires: _____

(Balance of page intentionally left blank)

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying proposal, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of the above regulations and apply to this certification and disclosure, if any.

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

_____ day of _____, 2022

(Balance of page intentionally left blank)

PROPOSAL FORM

Submitted by:

NAME: _____

(Please type or print)

ADDRESS: _____

Telephone () _____ Fax () _____

E-mail _____ Cell Phone # _____

FEDERAL ID# _____

FIRM: _____

PROPOSALS WILL BE DUE AT THE ABOVE DATE AND TIME AND MAY NOT BE WITHDRAWN WITHIN NINETY (90) DAYS AFTER SUCH DATE.

I CERTIFY that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same contractual services and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal and that the proposal is in compliance with all requirements of the Request for Proposal including, but not limited to, certification requirements.

The Firm further declares that it has examined the solicitation documents and all addenda, and that it has satisfied itself about the City of Greenville's requirements and all other information in the solicitation.

The Firm certifies neither the proposing firm nor any of its officers is on the City of Greenville's List of Ineligible Proposer or the United States comptroller General's List of Ineligible Firms for Federally Financed or Assisted Projects.

The undersigned Proposer hereby submits to City of Greenville this Proposal.

Name of Proposing Firm or Other Entity _____

Authorized Signature Printed Name

Title _____

Proposer Declaration:

1. Proposer has carefully read and fully understands the full scope of the Specifications.
2. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Specifications.
3. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening, but may not be withdrawn after proposal opening date and time.
4. The City of Greenville reserves the right to award or reject any or all proposals and to accept the proposal, which will, in its opinion, best serve the public interest. The City of Greenville reserves the right to waive any technicalities and formalities in the Proposal.
5. I acknowledge receipt of addenda number(s)

Addendum # 1 Date _____ Initialed _____ Addendum # 5 Date _____ Initialed

Addendum # 2 Date _____ Initialed _____ Addendum # 6 Date _____ Initialed

Addendum # 3 Date _____ Initialed _____ Addendum # 7 Date _____ Initialed

Addendum # 4 Date _____ Initialed _____ Addendum # 8 Date _____ Initialed

Proposer: (Name of Individual Partnership or Corporation)

(Signature of Proposer or Proposer's Authorized Agent)

(Title of Proposer or Proposer's Authorized Agent)

(Affix corporate seal if applicable)

(Balance of page intentionally left blank)

COMPLETE THIS FORM IF YOU ARE NOT OFFERING A PROPOSAL

As part of the City of Greenville's continuing efforts to locate new sources and maximize competition, we would appreciate feedback from Proposer who is not proposing on our goods and services. If you are not offering a proposal on the enclosed request, please indicate which of the following describes the reason you have not submitted a proposal. Your company will be retained on our Proposer list for future goods and services unless you check Reason #1.

(Check One)

1. My firm does not offer the service requested.

2. The specifications were unclear. (Please attach information about your goods and services for future solicitations)

3. There was not sufficient time to submit a proposal. (the City of Greenville may extend the deadline if requested).

4. My firm is working at full capacity presently.

5. The terms and conditions for this proposal are not acceptable to my firm. (Please explain)

6. Our experience on previous City of Greenville contracts was not satisfactory. (Please explain)

7. Other Comments:

Firm Name:

Address: _____

Phone _____ Fax _____

Signature of Authorized
Agent _____

Title of Authorized
Agent _____

******Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation******

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.
147-86.59(a)**

Name of Contractor, Vendor or Bidder: _____

The contractor, vendor, or bidder listed above 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 contractor, vendor, or bidder listed above will not utilize on the contract with the City Of Greenville 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.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

******Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation******

CITY OF GREENVILLE ADVERTISING POLICY

The Greenville Transit Division (the Division) provides print advertising space for purchase by Commercial Advertisers, City organizations and City Departments (the Client). This policy shall apply to all print advertising displayed on City transit vehicles and facilities owned and operated by the Department.

Goals

The purpose of the Division's advertising program is to achieve the following goals:

1. To provide City transit riders with information about City events, announcements and promotions;
2. To provide the Client a convenient means of advertising; and
3. To provide a source of revenue to support the Division's operations.

To best utilize the program, the Division will ensure that advertising does not oppose the usage of the Division's transportation system, does not defame or disparage the Division's image and works jointly with the Division's primary goal of providing safe and reliable Citywide transportation.

Neither the Division nor the City shall endorse or shall be implied to endorse any Clients' product, property or service.

The Division's advertising space will not be used as a public forum but only for the aforementioned purposes.

To ensure these objectives are met, the Division has instituted the following guidelines regulating print advertising on City transit vehicles and facilities.

Acceptable Advertising

All advertising posted on City transit shall be classified in one or more the following categories:

1. Commercial: advertising that promotes the sale of products/services for profit.
2. Event Announcements: advertising that encourages readers to attend a City hosted event.
3. City Welfare: advertising that promotes City initiatives for safety, health or personal wellbeing.
4. Transportation Promotion: advertising that promotes City transportation initiatives.

Prohibited Advertising

The following types of advertising are prohibited on City transit:

1. Advertisements for products/services related to sexuality, human reproduction, contraception, sexual hygiene, sexual stimulation, sexual entertainment, pregnancy, abortion or other sexual references.
2. Advertisements that incorporate profane or disparaging verbiage.
3. Advertisements that contain nudity.
4. Advertisements that are deemed lewd or obscene according to NCGS § 19-1.1.
5. Advertisements for the sale or consumption of alcoholic beverages.
6. Advertisements for the sale or consumption of tobacco products or electronic cigarettes aka vapors as defined by NC GS §14-313.
7. Advertisements for the sale or usage of firearms or weapons.
8. Advertisements that include language, images, or other representations that are considered derogatory toward any person or group because of age, race, national origin, ethnic background, social class, culture, sexual preference, marital status, parental status, income, military status, religion or gender.
9. Advertisements that violate any federal, state, county or city law, ordinance or regulation.
10. Advertisements that disparage the reputation of the City of Greenville either as an entity or in reference to any of its elected or appointed officials, employees, departments, or visitors.
11. Advertisements that may interfere with the Division's operations or mission to provide safe and reliable transportation.
12. Advertisements for services that are in direct competition with services provided by the Division.
13. Advertisements that are false, misleading or deceptive.
14. Advertisements which give, or may be reasonably considered to give, the Division or the City's endorsement of any particular product, property or service.

15. Non-commercial or only partially commercial advertisements that both offer to sell property or services and also convey information about matters of general interest, political issues, religious, moral, or environmental matters or issues, or other public matters or issues, or expresses or advocates opinions or positions upon any of the foregoing.

Politics

No political advertisements for national, state, or local elections are permitted. Political advertisements are defined as follows:

1. Advertisements supporting or opposing the election of any candidate or group of candidates for federal, state or local government offices.
2. Advertisements supporting or opposing referendums or causes promoted by political candidates or persons who currently serve on a governing body.
3. Advertisements that feature copy or images associated with a person whose notoriety is based wholly or in part upon his/her past or present activity in political affairs.
4. Advertisements whose main message coincides with acceptable guidelines but which contain political undertones are prohibited.

Announcements that promote voting in national, state or local elections but do not advocate for specific candidates will be accepted.

City Elections

Advertisements promoting candidates for City elections are prohibited. Announcements for voting in City elections which do not advocate for specific candidates will be accepted.

Integrity

All advertisements must be truthful. Copy and graphics must not be distorted, exaggerated, or deceptive. Testimonials must be truthful, and the Client will be required to indemnify the Division against any action brought in connection with them. Clients that promote contests or giveaways must comply with all stated rules/guidelines and applicable laws.

City Logos and Trademarks

Regulations for the use of the City of Greenville's official logo and trademark must be strictly enforced. Advertisers are encouraged to consult with the City Information's Office for specific guidelines for logo and trademark usage.

Assessment

The Client must comply with the stated guidelines and review of advertising materials. Clients must submit an electronic proof of their proposed advertisement to the Divisions' advertising coordinator. The Division, in its sole discretion, shall determine whether the Client's proposed advertisements will be accepted. If the proposed advertisement is rejected, the Client may work with the advertising coordinator to revise the advertisement for an acceptable format that coincides with the Division's guidelines. The Division reserves the right to accept or reject any advertisement.

Advertisement Submission

Once the Client's advertisement is accepted, the Client must submit a final electronic version of the advertisement to the Division before or on the appropriate submission deadline found on the request form.

Vandalism

The Division is not responsible for any vandalism that may occur to the Client's advertisements.

Contractors

If advertising space in or on Division assets is sold through one or more independent contractors, these contractors shall comply with the foregoing policies, and review all advertising with reference to them. They shall refer all such advertising that falls or may fall into any of the categories defined above to the Division representative responsible for administering the advertising program, who shall determine whether the proposed advertising will be accepted. If the proposed advertising is rejected, the party or parties proposing it may request that this decision be reconsidered. Upon such request, the Division's representative shall consult with Legal Counsel and with the Public Works Director. The Director, on the basis of such consultation, shall determine whether the proposed advertising will be accepted or rejected.

The Division will cooperate with the party or parties proposing the advertising, and with the independent contractor through whom it has been proposed, in a reasonable effort to revise it in order to produce advertising that can be accepted and displayed consistently with the foregoing policies.

EXHIBIT C
STREETLEVEL MEDIA, LLC PROPOSAL



TRANSIT ADVERTISING PROPOSAL

Request for Proposal for
Advertising & Sponsorship Services

Streetlevel Media
RFP #21-22-47
Friday June 17th, 2022 at 4:00pm

PREPARED FOR

City of Greenville
Public Works Department
Attention: Kevin Mulligan
1500 Beatty Street
Greenville, North Carolina 27834



June 17, 2022

Advertising & Sponsorship Services

Greenville Area Transit and Division of the City of Greenville PWD

To whom it may concern:

I am writing to formally acknowledge through this proposal, the intention of the management of Streetlevel Media, LLC to demonstrate its commitment to continue the growth of Greenville Area Transit.

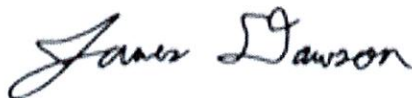
This presentation will delve into the required detail supporting Streetlevel Media's intention and desire to partner with Greenville Area Transit (GREAT), by taking the responsibility of all defined areas for GREAT's advertising programs.

In its plan, Streetlevel Media will offer opportunities to expand revenue, to increase public service, and to build on GREAT's excellent platform of transportation and communication with their stakeholders.

The undersigned, whose title and position with the candidate are stated next to or beneath his signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to The City of Greenville's Request for Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

Yours truly,



James Dawson
Streetlevel Media, LLC
1901 Kent Street
Wilmington, N.C. 28403
Jamesdawson@streetlevelmedia.com
Streetlevelmedia.com
910-323-9306



TABLE OF CONTENTS

- 6.1 Company Background
- 6.2 Experience
- 6.3 Business Plan
- 6.4 References
- 6.5 Payment (Revenue) Proposal
- 8.6 Required Forms & Certifications
 - a. Statement of Proposer’s Qualifications
 - b. Contracts on Hand (Reference Question #8 of RFP)
 - c. Anti-Collusion Affidavit
 - d. Authorization for Information Affidavit
 - e. Program Fraud and False or Fraudulent Statement
 - f. Proposal Form
 - g. Proposer Declaration
 - h. Debarment
 - i. Iran Divestment Act
 - j. Certification that you are not on the City of Greenville’s List of Ineligible Proposers
 - k. Streetlevel Media, LLC Annual Report



6.1 COMPANY BACKGROUND

Key Agency Principals

James Dawson

Owner/Sales Manager

Weyher Dawson

Owner

Penina Pennartz

Bookkeeping/Accountant

Marci Burns

Marketing Director/Office Manager

Our Team

Kate Benitez

Director of Business Development

Brandy DiGiovanni

Graphic Designer

Monica Johnson

Senior National/Regional Account Manager

Chloe Green

In-House Sales Representative

Tim Childress

Sales Manager/Account Executive

Megan Robertson

Account Executive

Eric Jones

Account Executive

Contact Information

Streetlevel Media

P.O. Box 15329
Wilmington, NC 28408
910.323.9306
StreetlevelMedia.com

Home Office

Streetlevel Media

1901 Kent Street
Wilmington, NC 28403
910.323.9306
StreetlevelMedia.com

Account Representative Locations (or Branch Offices)

Fayetteville, NC
Greensboro, NC
Durham, NC
Charlotte, NC
Wilmington, NC



6.1 COMPANY BACKGROUND

Location to Service GREAT

Direct support for Greenville Area Transit will come from the Streetlevel Media home office located at 1901 Kent Street in Wilmington, NC.

Our Mission

Streetlevel Media is a North Carolina based transit advertising firm with a total focus on mobile outdoor advertising applications. We're dedicated to understanding the dynamics and diversity of each market and each transit organization. It's our belief that when cities and transit organizations support their businesses and professional communities along with education, environment, and mobility, the benefits are shared by all. Streetlevel Media looks forward to continuing to build on these values within the Wave community.

Streetlevel Media LLC was established in 2003 with the express purpose of managing and providing sales support for transit advertising models. This includes municipal transportation systems as well as private sector distribution models such as delivery trucks. Our interests have expanded to include selective digital products such as high-definition interior and exterior kiosks as well as various infotainment models associated with the transit systems and municipalities.

Prior to the establishment of Streetlevel Media, its founding members were owners and operators of multiple radio stations across North Carolina. In Wilmington, under the corporate name of Cape Fear Broadcasting Company we owned and operated WGNI, WAAV, WMNX (Coast 97.3) In addition Cape Fear Broadcasting owned multiple broadcast facilities in other areas of North Carolina. Our ownership has decades of experience in the advertising industry. In 2009, this experience was recognized by the North Carolina Association of Broadcasters with the ownership induction into the NCAB Hall of Fame. With over 25 years in the radio broadcasting industry, and over 17 years in the outdoor advertising industry, Weyher Dawson and James Dawson have longstanding relationships with businesses, advertising agencies, as well as local and state government.



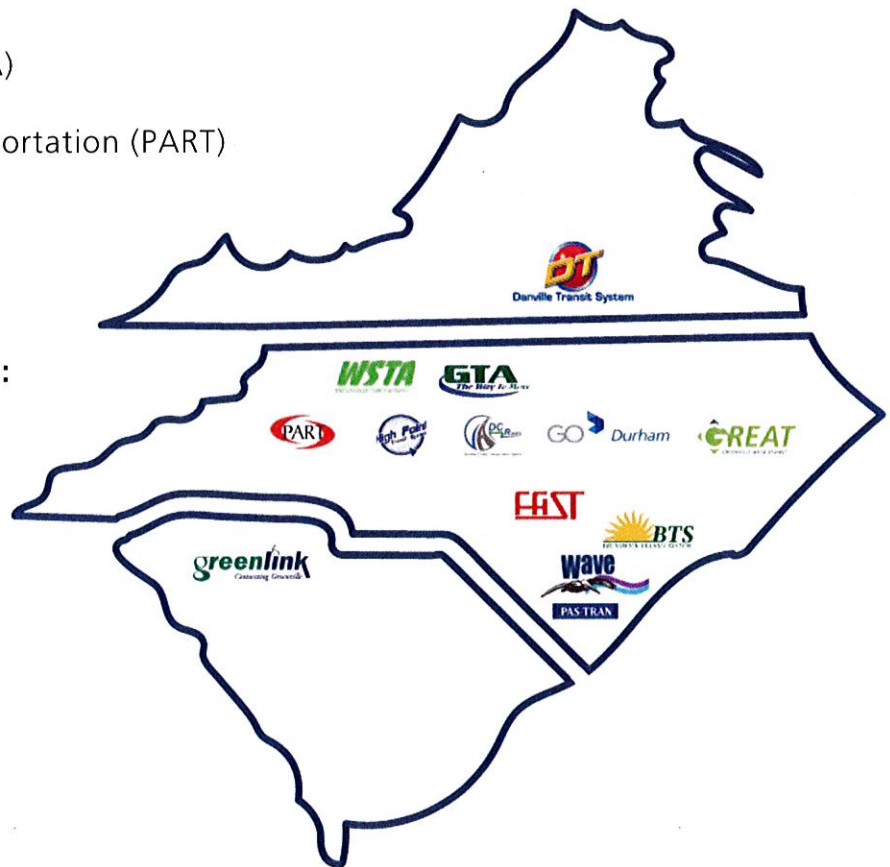
6.1 COMPANY BACKGROUND

Similar Clients We Serve

- Cape Fear Public Transportation Authority (WAVE)
- Danville Transit Systems (DT)
- Davidson County Transportation System (DC Rides)
- Fayetteville Area System Transit (FAST)
- GoDurham Transit
- Greensboro Transit Authority (GTA)
- Greenlink Transit
- High Point Transit Authority (HPTS)
- Winston-Salem Transit Authority (WSTA)
- Piedmont Authority for Regional Transportation (PART)
- Mutual Distributing Company

Independent Business Operators for:

- Brunswick Transit System (BTS)
- Pender Transit System (PAS-TRAN)
- Snyder's Lance & Little Debbie
- Sawyers Produce



6.1 COMPANY BACKGROUND

Financial Condition of Streetlevel Media

The financial condition of Streetlevel Media has been strong and continues to strengthen as our current net worth is over \$626,000. Our current asset position remains solid as we do not have any significant liabilities. Our debt to net worth ratio is 0.04.

Bank Reference: Wells Fargo

Person of Contact: Cody Buford – Senior Small Business Banking Relationship Manager
Phone: 877-809-5218

Supplier References



Associated Posters, Inc.

2737 W. Mountain St. Kernersville, NC 27284
Person of Contact: Kim McKoin
Phone: 336.723.1018



Larger Than Life

1440 Jamike Avenue, Erlanger, KY 41018
Person of Contact: Drew Allen
Phone: 859.647.7000 ext. 124

Why Choose Us

Streetlevel Media feels it is the most qualified firm to handle the transit advertising request for the city of Greenville, because of our years of experience, our familiarity of the local market, and our local sales presence.

Streetlevel Media has been working in the transit advertising space for over 15 years and has been working with the GREAT transit system for the past four years. This experience has made us accustomed to working with the maintenance crews and staff in order to get the jobs done in a professional way. We are a local company to Eastern, NC. This allows us to know where to find advertising budgets and helps us keep sales moving. Additionally, we have a staff with years of experience in transit advertising sales. The local presence puts our sales team in front of our competitors and allows us to connect with our clients more thoroughly.



6.2 EXPERIENCE

Experience in the Transit Advertising Industry

Streetlevel Media has been working in transit advertising since 2012. We partnered with Wave Transit, in Wilmington, NC and have since added 10 more markets across the Carolina's and most recently, Virginia. Streetlevel Media prides itself on our ability to develop great relationships with our transit partners and keeping those relationships strong through a proven track record of professionalism and success.

Streetlevel Media has been operating in Greenville, NC since 2018. The advertising revenue has been consistent and increasing over the past four years. If we are fortunate enough to win another contract for GREAT, then we plan on continuing to increase the amount of revenue generated through the advertising program. Streetlevel Media has also worked in markets across the state that are similar in population, demographics, and transit fleets.

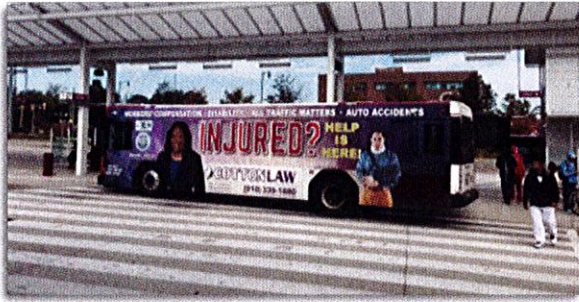
- **High Point, NC -HPTS**
 - Market population of 115,000
 - Fleet size 15 buses
- **Greenville, SC – Greenlink**
 - Market population of 70,720
 - Advertising Fleet size of 12 full sized buses and paratransit
- **Wilmington, NC - Wave**
 - Market Population of 130,000
 - Fleet of 21 Full sized buses and paratransit

Streetlevel Media has recently been rewarded the contracts to continue handling the transit advertising programs for Greensboro, NC; Winston- Salem, NC; High Point, NC; Davidson County, NC; the Piedmont Area Regional Transit; and Wilmington, NC.



6.2 EXPERIENCE

Affiliations with Advertising Associations



Nichole Cotton, Attorney at Law, Cotton Law Firm
Phone: 910.339.1880
Email: attorneynicholecotton@gmail.com

"Thank you for allowing me to build my firm's brand through the use of your advertising. It has been both an honor and a pleasure to be working with you and my business has definitely grown and expanded. Using the bus as an advertising means for my firm has turned out to be a really good experience and it has proven to exceed my expectations. This is a very competitive market, and my firm has been able to stay above the competition as a result of the time and effort that's been put into partnering with your business for the purpose of advertising. I look forward to the continuing success of The Cotton Law Firm and for the continuing advertising partnership."



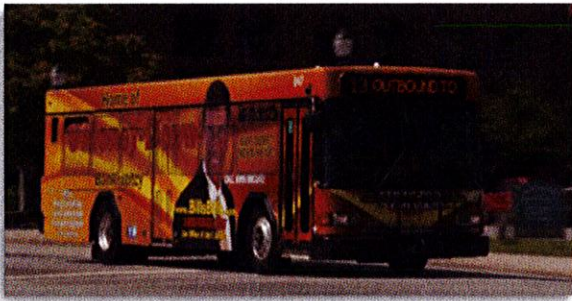
Jeff Schwteiker, National Consultant, Red Truck Media
Phone: 704.941.3646
Email: jeff@redtruckmedia.com

"Red Truck Media has utilized Streetlevel Media to secure ads on several buses in the Triad. For example: Novant Health has grown their campaign from king ads and interior cards at WSTA to King Kongs, Super Queens, and large quantiles of king ads at WSTA, GTA and HPTS, over the years. Our valued relationship continues to grow."



6.2 EXPERIENCE

Affiliations with Advertising Associations (continued)



Susan Furr, Chief Business Officer
Co-Founder Blended Ideas Group, LLC
Phone: 704.791.1280
Email: sfurr@blendedideasgroup.com

"We work with many out of home vendors across the country and I must say we love working with Streetlevel Media. The team is very knowledgeable of the markets they represent. No matter who we speak with they are very professional and always willing to provide us with information as quickly as possible so that we can present to our clients. Even though it's for our clients, Streetlevel Media responds as if it's their direct client. They are always timely with creative, creative proofs, and installs. I love the fact the team at Streetlevel Media always follows up with us during client campaigns and after the campaign ends. If you need a transit vendor, Streetlevel Media is for you!"



Jennifer Fox, Senior Workforce Development Analyst/
City of Durham
Phone: 919.698.5177
Email: Jennifer.fox@durhamnc.gov

"Working with the Streetlevel Media team has been an extraordinary experience! My department had an urgent need that I thought would be impossible to fulfill. Thankfully, we were put in touch with Marci and Ashley. Their marketing knowledge complimented by their responsiveness, professionalism, and friendly dispositions created a stress-free environment for my team. Marci and Ashley worked quickly and communicated with us every step of the way. They even took the time to go out of their way to fix an error that we missed to make sure we advertised the correct information. The service we were provided was of the highest quality and we will certainly be working with Streetlevel Media again! I highly recommend Streetlevel Media for anyone with advertising needs. A big thank you to Marci, Ashley, and their team!"



6.2 EXPERIENCE

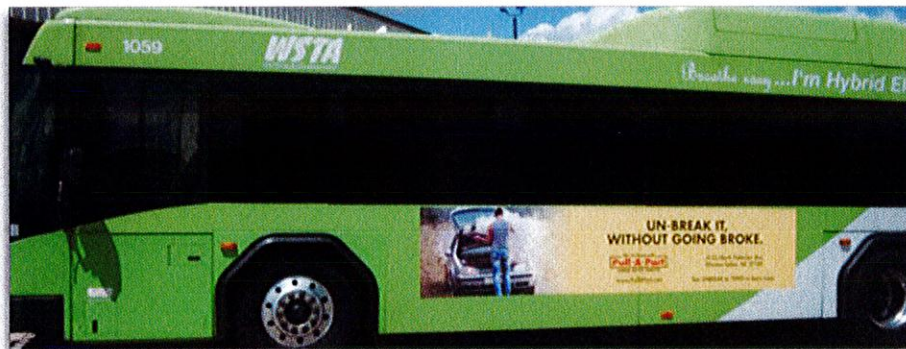
Affiliations with Advertising Associations (continued)

Danny Pouladian, Account Executive, Blue Line Media

Phone: 800.807.0360 ext. 700

Email: danny@bluelinemedia.com

"I just wanted to provide you with feedback on our various ads and partnership through the years. It has been such a pleasure working with Streetlevel Media and the line of communication has been amazing! Thank you for making this process as easy as possible and for your fast responses throughout the process."



6.2 EXPERIENCE

A few of the major accounts held with Streetlevel Media:



6.3 BUSINESS PLAN

Company Principals

The Streetlevel Media corporate structure is built with the idea of enhancing advertising sales for our strategic partners, to provide an efficient, measurable medium, to be scalable and to be able to meet the needs of advertisers in markets throughout the country. Please see attached resumes.

Ownership

Our ownership has decades of experience in the advertising industry. With over 25 years in the radio broadcasting industry, and over 15 years in the outdoor advertising industry, Weyher Dawson and James Dawson have longstanding relationships with businesses, advertising agencies, and city governments. These relationships give Streetlevel Media the strength and stability to tackle any problem.

Accounting

Our Accounting Department consists of Penina Pennartz. Her vast experience over the past 10+ years and capabilities provide Streetlevel with professional support that is dedicated to promptly serving our partners with concise and accurate monthly accounting on all facets of our relationship. Our accounting department is capable of targeting and customizing reports on specifics that are important to GREAT.

Key Sales Personnel

Our number one priority is to sell as much advertising as possible and to maintain successful relationships with the advertisers. In order to complete this task, we have built an experienced, motivated sales team always feeding leads to each other. It is our network of salespeople that make the difference. James Dawson, our Sales Manager / Owner is dedicated to keeping the sales team motivated and facilitating a team mentality.

Senior Nation/Regional Account Manager

Our Sr. National / Regional Account Manager, Monica Johnson, who has been with Streetlevel Media for 15+ years and in media sales in Wilmington for more than 30 years. Her knowledge in the area and seasoned sales skills keep GREAT Transit's vehicles full of advertisers.

Marketing

Our marketing strategies are developed by Marci Burns. Marci has been with Streetlevel for 7+ years now and is responsible for providing guidance to our marketing team by evaluating and developing marketing strategies, planning and coordinating marketing efforts, communicating the marketing plans to those involved, and building awareness and positioning for our company's brands. Together with our sales department, we developed pricing strategies that will help us maximize profits in each market. Streetlevel Media's Marketing Department is the center of our focus to serve our partners and our advertisers. Lead generation through automated marketing campaigns, the use of social media and constant attention to the channels of communication with customers are a primary focus of our corporate outreach.

**see attached resumes*



6.3 BUSINESS PLAN

Company Principals (continued)

Graphic Design

Our Graphic Design is top notch! Creative Director, Brandy Grigg, has a degree in graphic design and is an Adobe Certified Professional in Visual Design. With 3 years of professional experience, she works closely with the advertisers and the sales team to ensure the clients receive beautifully designed artwork for their advertisements. Brandy assists the transit agencies in self promotions and the branding of new vehicles. She will continue to assist GREAT with any future projects.

Operations

Our operations department is headed up by Marci Burns. Marci coordinates all of the details involved in the installation and removal of the advertisements on the buses, working closely with our transit partners, printers, and installers to make sure each project is completed on time. Streetlevel Media has years of experience working with all of the necessary third-party vendors, which helps us ease the load on our transit partners.

**see attached resumes*



6.3 BUSINESS PLAN

Why We Succeed

Streetlevel Media knows a successful sales force needs continuous training, motivation, and management. Even with all the combined experience of our sales team, that is why we still motivate each salesperson with goals, quotas, rewards, and bonuses when goals are met. Since our sales team also represents each transit company, we stress professionalism in every aspect. We maintain a remarkably low turnover rate because we also have an adequate base pay in addition to generous sales commissions. Streetlevel Media knows that a happy sales staff makes for a successful sales staff.

Project Approach

The Streetlevel Media strategy is a combination of competitive pricing, marketing, and direct sales to enter the market quickly and aggressively. We price large format ads attractively in order to win over potential advertisers. We build strong relationships with agencies across the country that place both local and national buys. We use a combination of online paid advertising, direct mail, direct and remote salespeople.

Our advertising revenue projections are based off Streetlevel Media continuing to consistently sell a high percentage of the GREAT fleet. Additionally, we will be working to increase the costs per ad for clients. We are working to increase the types of signs we will offer. Streetlevel Media is also working to increase advertising or sponsorship programs beyond the main fleet buses. The first opportunity we would tackle is the transit shelters. Our experience in other markets shows the shelters can be utilized to generate a significant amount of revenue. In a similar market, Greenville, SC, we are currently generating over \$6000 per month from shelter advertising.

Streetlevel Media feels we will be able to further increase revenue with the addition of other opportunities in the Greenville Market such as bench ads, park sponsorships, etc. We would like to discuss these opportunities and build a plan in order to appropriately understand where we can expand the advertising program.



6.3 BUSINESS PLAN

Marketing & Sales Tools

Streetlevel Media has developed strategies with an eye on engaging our audience with interesting content and one that encourages profitable behaviors of the target clientele. By utilizing the tools below, we are able to maximize our opportunities for success.



SalesNow – This CRM software helps keep our sales and management teams organized, from key customer information to calendar reminders. This tool grows accounts and closes deals faster. It also is the basis of our automated marketing.



Google Adwords – We make sure we are high on the list when anyone types in “bus advertising in North Carolina”. Google AdWords helps our Search Engine Optimization efforts, and ensures we pop up at the very moment someone is planning to advertise.



Social Media – Our marketing personnel are active with all the major social media platforms, helping us spark social conversation within the community, and enhance our brand image through social presence.



Monthly Newsletter – We distribute a monthly newsletter to our consistently growing database of email addresses, both potential advertisers and loyal advertisers. It's one of our most successful promotional efforts that always brings in new leads.



Website – We maintain a website that includes a short video that quickly illustrates what we do, provides current news in the industry and highlights client advertisements.



Office 365 – Gives Streetlevel Media all the necessary tools needed for our business to communicate and collaborate from anywhere, generating greater productivity all the way around. Streetlevel Media utilizes many different functions of Office 365 keeping us more organized and efficient.



Self Promotions – Transit Advertising works, so we use it too! With so many advertising options out there, Streetlevel Media knows there is no better way to show how well our products work, then by using them ourselves. Our attention-grabbing campaigns make the phone ring. For Streetlevel and for our Transit Partners, self promos are a great way to spread our messages within the communities.



Geopath – We work with Geopath to gather information in our markets to generate standard audience measurements for out of home media. These powerful tools show how consumers engage with out of home advertising, provide demographic specific impressions, rating points, and reach & frequency measures. This partnership also places Streetlevel Media in a valuable database for agencies to quickly locate the markets we are in and the products we have to offer.



6.3 BUSINESS PLAN

Community Engagement

At Streetlevel Media, we have an awareness and a history of publicly supporting entities and programs deemed important to our transit partners to help enhance community engagement. Streetlevel Media has been members of the North Carolina Public Transportation Association since 2016, the Transit Association of South Carolina since 2018, and the Virginia Transit Association since 2019. Streetlevel Media actively attends conferences, engages in the transit community and has enjoyed learning about all benefits that come from working within the community. When our transit partners have special events for their staff and patrons, Streetlevel Media welcomes the opportunity to contribute.

Annually, Streetlevel Media contributes to the Boys and Girls Home on North Carolina, located in nearby Lake Waccamaw. This gift is given specifically in honor of our advertisers who have given such great support to our program and products.

For Streetlevel Media, communications isn't just in our advertising, it's about engagement within our community. An advertising program that utilizes public transportation vehicles and facilities is most successful if its advertising model is financially accessible to all businesses, professions, and organizations. Streetlevel Media recognizes the importance of supporting Disadvantaged Business Enterprises, Minority Business Enterprises, Women Owned Business Enterprises, and Small Business Enterprises. We actively support engaging these businesses in our supply chain as well as providing 10% off discounts for their advertising needs. We are happy to assist where needed for space deemed free of charge by GREAT.

As we look into the future of the GREAT advertising program, Streetlevel Media plans to explore advertising opportunities available throughout the city. Offering the community sponsorship opportunities like adopt-a-street, adopt-a-bed and advertising on bus shelters not only increase revenue, but it also engages the community. We see great value in adding sponsorship programs and look forward to implanting these ideas.



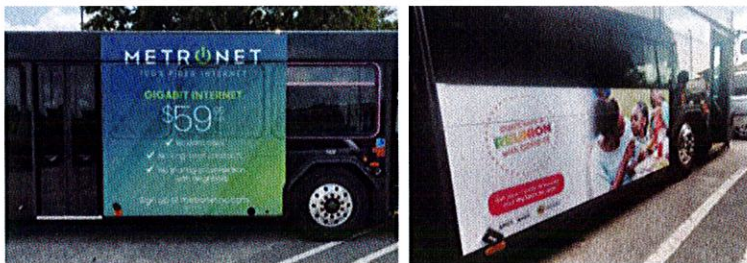
6.3 BUSINESS PLAN

Subcontractors

Installation

Our experienced vinyl installers give peace of mind to any Transit Director. They know how to get the job done correctly; installation and removal. Our trusted installers help eliminate any potential issues and ensure the standards of our Partner Agencies are maintained. Our installers have met industry standards through certified courses including 3M, Avery, and others.

Streetlevel Media has worked with Locklair Signs for several years now. Rick and Randy Locklair are located in Wilmington, NC. They began their career by painting advertisements on billboards and vehicles in the Carolinas.

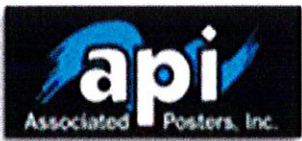


Locklair Signs

619 Kelly Rd Wilmington, NC 28409
Rick Locklair
Randy Locklair
Phone: 910.470.3222

Printing

Streetlevel Media engages with various printing companies to access the best materials, protecting the look of our partner's fleets of transit vehicles. Many of these printing companies are DBEs, WBEs and HUBs. We only use the best transit approved vinyl's: 3M, Avery, and others to ensure we negate any damages on the vehicles.



Associated Posters, Inc.

2737 W. Mountain St. Kernersville, NC 27284
Person of Contact: Kim McKoin
Phone: 336.723.1018




Larger Than Life

1440 Jamike Avenue, Erlanger, KY 41018
Person of Contact: Drew Allen
Phone: 859.647.7000 ext. 124



6.3 BUSINESS PLAN

Rate Cards



**Greenville Area Transit
GREAT Advertising Rates**
*Rates reflected are per ad per month

Giant Format Products

Description	Quantity	3 Month	6 Month	12 Month	
Full Wrap *Size varies* This product covers the entire bus		\$2,500.00	\$2,250.00	\$2,000.00	
	Three+	\$2,375.00	\$2,138.00	\$1,900.00	
	Five+	\$2,250.00	\$2,025.00	\$1,800.00	
Half Wrap *Size varies* This product covers all of one side of the bus		\$1,500.00	\$1,250.00	\$1,000.00	
	Three+	\$1,425.00	\$1,186.00	\$950.00	
	Five+	\$1,350.00	\$1,125.00	\$900.00	
USK / King Kong 94" high x 178" wide		\$700.00	\$650.00	\$600.00	
	Three+	\$665.00	\$618.00	\$570.00	
	Five+	\$630.00	\$585.00	\$540.00	
Super Queen 94" high x 96" wide		\$560.00	\$500.00	\$450.00	
	Three+	\$523.00	\$475.00	\$426.00	
	Five+	\$495.00	\$450.00	\$405.00	
Traditional Premium		1 Month	3 Months	6 Months	12 Months
King / Kong 43" high x 178" wide		\$450.00	\$425.00	\$400.00	\$375.00
	Three+	\$428.00	\$404.00	\$380.00	\$356.00
	Five+	\$405.00	\$383.00	\$360.00	\$338.00
Queen 43" high x 96" wide		\$425.00	\$400.00	\$350.00	\$325.00
	Three+	\$404.00	\$380.00	\$333.00	\$309.00
	Five+	\$383.00	\$360.00	\$315.00	\$293.00

Other Products

Description	3 Months	6 Months	12 Months
Interior Cards			
 *Required minimum purchase of 10 placards*			
Traditional Size 11" high x 17" wide	\$35	\$30	\$25
Additional Size 11" high x 26" wide	Pricing is listed per card per month		
Window & Crown			
 Window Size 44" high x 86" wide	\$400	\$350	\$300
Crown Size 25" high x 96" wide			
Shelter Ads			
 *Required minimum purchase of 5 ads*			
Shelter Size 70" high x 44" wide	\$100 per Month		
	Pricing is listed per shelter per month		
Headliner			
 Add the headliner onto your king ad Headliner Ad Size 15" high x 225" wide	\$100 per Month		

Prices for Artwork, Layout, Production, Installation, and Removal are not included in the above

Printing, Installation & Removal Rates (sales tax will be applied accordingly)
One-time cost per product

Main Fleet Buses				Other Products	
Full Wrap	\$6,000.00	Half Wrap	\$2,850.00	Interior Placard	\$15.00 per card
King Kong / USK	\$650.00	King / Kong	\$290.00	Window & Crown	\$250.00
Super Queen	\$475.00	Queen	\$265.00	Shelter Ad	\$135.00 per shelter
				Headliner	\$175.00




6.3 BUSINESS PLAN

Sample Transit Contract (page 1)

StreetLevel Media Advertising Contract

Marci Burns
Marketing Director

Streetlevel Media
Direct Line: 910.323.2798
Office: 910.323.9306
Streetlevel@streetlevelmedia.com



Contract # _____

Date: _____ Please Check Box for Receiving Invoices

Advertiser: _____

Contact: _____

Agency: _____

Address: _____

Phone #: _____

Email: _____

Invoice by Mail:	Address:
Paperless Invoice:	Email:
Pay by Credit Card:	Payments made monthly per contract terms. <i>Must Complete Credit Card Authorization Form</i>

Contract Information-Monthly Rates: Bus Truck Kiosk
Bus Routes are NOT Guaranteed

Location	Ad Size	Quantity	Monthly Rate per ad	Total per Month	Terms	Total
Total						\$

Production Costs (One time fee)
Sales tax will be added to production fees

Ad Size	Quantity	Cost per Ad	Total Ads	Sales Tax 6%	Total
Total Production					\$

Total Cost for _____

TOTAL= \$ _____

Contract Start Date: _____

Contract End Date: _____

Special Instructions:

The undersigned representative or agent of Advertiser hereby warrants to Streetlevel Media that he/she is authorized to execute this contract on behalf of Advertiser.

Authorized By: _____
Advertiser authorizes and instructs Streetlevel Media to display in a good and workmanlike manner and to maintain for the term of this agreement, outdoor advertising displays described on the above or the attached list. In consideration thereof, Advertiser agrees to pay Streetlevel Media all contract amounts within 30 days of billing date. Advertiser acknowledges and agrees to be bound by the terms conditions contained on all pages of the contract.

THE TERMS ON THE SECOND PAGE ARE PART OF THIS CONTRACT

Date

Date

P.O. Box 15329 • Wilmington, North Carolina 28408 • 910.323.9306 • www.streetlevelmedia.com



6.3 BUSINESS PLAN

Sample Transit Contract (page 2)

StreetLevel Media Advertising Contract

Standard Conditions

1. If Streetlevel Media is requested by Advertiser to submit artwork, then artwork submitted by Streetlevel Media shall be approved or Advertiser shall furnish substitute artwork within ten (10) days after submission. In the case of default in furnishing or approval of artwork by Advertiser, then the date of installation for purposes of commencement of the first periodical invoice shall be deemed to occur on the date on which the various spaces are available for installation.
2. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Streetlevel Media free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed pursuant to this contract.
3. Upon completion and installation of the initial vinyl, or upon the circumstances described in paragraph 1 above regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of such installation will be sent with the initial notice. The first periodical invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the billing period in which the invoice is rendered, and subsequent periodical invoices shall be rendered in advance on the first of each successive billing period.
4. A regular billing period is defined as a monthly.
5. If Streetlevel Media is prevented from posting, operating, or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Streetlevel Media is unable to deliver any portion of the service required in this contract, this contract shall not terminate. Credit shall be allowed to advertiser at the standard rates of Streetlevel Media for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. Streetlevel Media may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
6. Streetlevel Media may, at its option, move the vehicle containing Advertiser's contracted space to a substantially different location for a period of time. In the event of such a move, Streetlevel Media will allow credit to Advertiser at the standard rates of Streetlevel Media for such space or service for the period that the vehicle is moved. Streetlevel Media may discharge this credit by furnishing advertising service on substitute space, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
7. Streetlevel Media may, at its option, change the normal route that its vehicles customarily operate on to a different route. If such a route change is affected during the term of this contract, this contract shall not terminate.
8. Advertiser recognizes that the contracted space may be in close proximity to advertisements from other parties on the same Streetlevel Media vehicle. Streetlevel Media reserves the right to place such advertising at any location on its vehicles without approval from Advertiser.
9. Upon default in the punctual payment of the contract indebtedness of any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of Streetlevel Media, and unless same is promptly paid, Streetlevel Media may, at its option, discontinue without notice the outdoor advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1 1/2% per month. In addition, Advertiser shall pay Streetlevel Media all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00, whichever is greater, and to include all reasonable collection agency fees.
10. This contract constitutes the entire agreement between Streetlevel Media and Advertiser. Streetlevel Media shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Streetlevel Media of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
11. Streetlevel Media reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
12. Streetlevel Media reserves the right to reject or withdraw any copy, either before or after posting. Streetlevel Media further reserves the right to terminate the contract for any reason, at any time.
13. Streetlevel Media may extend credit terms to Advertiser under certain conditions. If credit has been extended, net cash payment is required thirty (30) days after the date of billing.
14. If a space on a Streetlevel Media vehicle should be lost or become inoperable during the period of display for any reason, a location of equal advertising value will be substituted, or credit issued for loss of service.
15. The customary agency commission will be allowed to accredited advertising agencies. Agency commission will be forfeited after sixty (60) days, if payment is not received as outlined above.
16. All contracts are non-cancelable by Advertiser unless otherwise agreed upon in writing. The cancellation privilege, if agreed upon in writing, must provide that written notice reach Streetlevel Media at least sixty (60) days prior to the date of the last invoice for which the Advertiser will be liable.
17. Production charges are not included in the space rate and are to be indicated on page one of this agreement.

Approved: Streetlevel Media, LLC

Approved: Advertiser

P.O. Box 15329 • Wilmington, North Carolina 28408 • 910 323.9306 • www.streetlevelmedia.com



6.3 BUSINESS PLAN

Sample Transit Contract Information



P.O. Box 15329
Wilmington, NC 28408
Phone: (910) 323-9306

Contract #:

SLM TRANSIT ADVERTISING CONTRACT INFORMATION

Date:

Carrier:

Advertiser Information

Advertiser

Contract Information

Contract Length	<input type="text"/>
Start Date	<input type="text"/>
End Date	<input type="text"/>

Vehicle Information:

Product(s)	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

Weyher Dawson
Wdawson@streetlevelmedia.com

Marci Burns
Mburns@streetlevelmedia.com



6.3 BUSINESS PLAN

Sample Completion Report




Completion Report

Contract Number:	
Location:	
Carrier/Number:	
Contract Effective Date:	
Installer:	
Notes:	

P.O. Box 15329, Wilmington, NC 28408 • (910) 323-9306 • www.streetlevelmedia.com



6.4 REFERENCES

April 2022-Present		Marc Adelman, Transportation Director Phone Number: (434) 799-5110 Danville, VA Population: 38,250 Fleet: 27, 25'-35' Buses
2022-Present		Richard Jones, Transportation / Fleet Maintenance Director Phone Number: (336) 242-2925 Davidson County, NC Population: 167,800 Fleet: 7- 25' Light Transit Vehicles
2021-Present		James Keel, Transportation Director Nicole McAden, Marketing & Public Affairs Manager Phone Number: (864) 298-2767 Greenville, SC Population: 70,720 Fleet: 12- 35' Gilligs, 3 ParaTransits, Bus Shelters
2019-Present		Doug Middleton, General Manager Phone Number: (919) 485-7433 Durham, NC Population: 290,800 Fleet: 55- 40' Gilligs, 25 ParaTransits
2018- Present		Kevin Mulligan, Director of Public Works Reggie Elbert, Transit Coordinator Phone Number: (252) 329-4532 Greenville, NC Population: 95,533 Fleet: 13-35' Gilligs, Bus Shelters
2016- Present		Scott Rhine, Executive Director Sabrina Glenn, Director of Commuter Operations Phone Number: (336) 662-0002 Piedmont Triad Region, NC Population: 1.7 Million Fleet: 26- Orions, New Flyers, 12 Light Duty Vehicles
2016-Present		Bruce Adams, Public Transportation Manager Kevin Elwood, Marketing & Communications Manager Phone Number: (336) 373-2634 Greensboro, NC Population: 303,300 Fleet: 48- 40' Gilligs, New Flyers, Proterras, 7-35' Cutaways, 57 ParaTransit, Bus Shelters
2016-Present		Donna Woodson, General Manager Tina Carson-Wilkins, Marketing Manager Phone Number: (336) 817-5416 Winston-Salem, NC Population: 250,500 Fleet: 25-30' Gilligs, 20- 30' New Flyers, 30 ParaTransit
2016-Present		Angela Wyles, Transit Manager Phone Number: (336) 883-3062 High Point, NC Population: 115,000 Fleet: 15- 35' New Flyers, 1-40' Orion
2015-Present		Randy Hume, Transit Director Phone Number: (910) 433-1629 Fayetteville, NC Population: 210,000 Fleet: 25- 35' Gilligs, 25- ParaTran
2012-Present		Marie Parker, Executive Director Phone Number: (910) 343-0166 Wilmington, NC Population: 130,000 Fleet: 21- 35' Gilligs, 2 Trolleys, 39 ParaTrans

6.5 PAYMENT (REVENUE) PROPOSAL

Revenue Share/Commission Rate

Greenville will receive 53% of gross revenue from year 1 to option year 3. Greenville will not bare any costs associated with printing, installation, and removal. These costs will be associated with the advertiser.

Revenue Projections

Using information about the Greenville area including the population, the business environment, and past performance, Streetlevel Media is very confident in our ability to have consistent sales to meet and surpass our commitment in our proposal. As the current contract holder, we are exceeding the minimum guarantee on a consistent basis, and do not expect the minimum guarantee to come in to play.

Revenue Split Based on Projected Gross Revenue

Contract Years	Total Gross Annual Revenue Projections	Projected Net Revenue to GREAT	Revenue Split to GREAT on Gross Revenue	Projected Net Revenue to SLM	Revenue Split to SLM on Gross Revenue
Year 1	\$ 94,800.00	\$ 50,244.00	53%	\$ 44,556.00	47%
Year 2	\$ 100,002.00	\$ 53,001.06	53%	\$ 47,000.94	47%
Option Year 1	\$ 103,032.00	\$ 54,606.96	53%	\$ 48,425.04	47%
Option Year 2	\$ 105,348.00	\$ 55,834.44	53%	\$ 49,513.56	47%
Option Year 3	\$ 107,136.00	\$ 56,782.08	53%	\$ 50,353.92	47%
	510,318.00				

Minimum Guarantee

We are proposing an annual minimum guarantee of \$24,000. Please take note that this is a minimum guarantee to protect from the possibility of fluctuating market conditions. The minimum guarantee will be paid monthly at the rate of \$2,000 per month. The expectation of Streetlevel Media, based on proven results in the Greenville market, and results in other markets is this minimum guarantee will be consistently and substantially exceeded.

Revenue Split & Minimum Guarantee

Contract Years	Minimum Annual Guarantee	Minimum Monthly Guarantee	Revenue Split to GREAT	Revenue Split to SLM
Year 1	\$ 24,000.00	\$ 2,000.00	53%	47%
Year 2	\$ 24,000.00	\$ 2,000.00	53%	47%
Option Year 1	\$ 24,000.00	\$ 2,000.00	53%	47%
Option Year 2	\$ 24,000.00	\$ 2,000.00	53%	47%
Option Year 3	\$ 24,000.00	\$ 2,000.00	53%	47%



8.6 REQUIRED FORMS & CERTIFICATIONS

Please see the following attachments:

- a. Statement of Proposer's Qualifications
- b. Contracts on Hand (Reference Question #8 of RFP)
- c. Anti-Collusion Affidavit
- d. Authorization for Information Affidavit
- e. Program Fraud and False or Fraudulent Statement
- f. Proposal Form
- g. Proposer Declaration
- h. Debarment
- i. Iran Divestment Act
- j. Certification that you are not on the City of Greenville's List of Ineligible Proposers
- k. Streetlevel Media, LLC Annual Report



STATEMENT OF BIDDER'S / PROPOSER'S QUALIFICATIONS (Page 1 of 2)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you're bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

1. Name of Bid/Proposer Streetlevel Media, LLC
2. Permanent Main Office Address 1901 Kent St Wilmington, NC 28403
3. Office Phone 910 323-9306 Cell Phone 910 257-7802
4. Fax Number NA E-mail Address Jamesdawson@streetlevelmedia.com
5. When Organized 2003
6. If a Corporation, where Incorporated NA
7. How many years have you been engaged in business under your present firm or trade name? 19 years
8. Contracts on hand: 10 (Schedule these, showing gross amounts of each Contract Agreement and the approximate anticipated date of completion, **this will be an attachment.**)
9. General character of work performed by you. Out of Home Advertising
10. Have you ever failed to complete any work awarded to you? Yes _____ No X
11. If so, where and why? N/A
12. Have you ever defaulted on a Contract Agreement? Yes _____ No X
13. If so, where and why? **This will be an attachment.** N/A
14. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed, **this will be an attachment.**
15. List your major equipment available for this Contract Agreement, **this will be an attachment.** N/A
16. Experience in General or Sub-contractor specialty work similar in importance to this project, **this will be an attachment.** N/A
17. Background and experience of the principal members of your organization, including the officers, **this will be an attachment.** Resumes Attached

18. Give bank reference Cody Bufurd - Senior Small Business Banking Relationship Manager
Email: Cody.L.Bufurd@wellsfargo.com Phone: 877 809-5218

19. The City of Greenville's list of ineligible Proposer may ask for a detailed financial statement that you must furnish. If requested, you must answer if you are in agreement that you will furnish the financials.
Yes X No _____

20. Net Worth Ratio: \$626,559.32

STATEMENT OF BIDDER'S / PROPOSER'S QUALIFICATIONS (Page 2 of 2)

Bidder/Proposer may submit any additional information he/she desires.

Dated this 13th day of June 2022.

Being duly sworn deposes and says that he/she is Owner / Manager
(Title) and that the answers to the foregoing questions and all statements therein contained are true and correct.

By: Streetlevel Media LLC
Name of Corporation or Firm
James Dawson
Authorized Signature

State of (North Carolina)

County of (New Hanover)

Subscribed and sworn to before me this 13 day of June, 2022.

Notary Public: [Signature]

Notary Number: _____

My Commission Expires: June 24, 2023

Carson G. Bradt
NOTARY PUBLIC
Guildford County, NC
My Commission Expires June 24, 2023

Contracts on Hand (Reference Question #8 of RFP)

Contracts on hand: 10 (Schedule these, showing gross amounts of each Contract Agreement and the appropriate anticipated date of completion)

Advertiser	Contract Number	Ad Agency	Terms (in months)	Contract Start Date (based on date of install)	Contract End Date	Advertising Description	Gross Contract amount
Geico - Deborah Lawrence	T0411B		14	11/1/2021	12/31/2022	Super Queen	\$11,561.50
NC Dept Human & Health Services	T0609	Wilkins Media	2	5/15/2022	7/15/2022	Queens	\$3,600.00
Parker Bail Bonds	T0458PA		12	7/21/2021	7/20/2022	King Kong	\$6,642.00
Phelps Chevrolet	T0556		12	1/4/2022	1/4/2023	King Kong	\$6,642.00
Positive Parenting Program	T0418R		12	9/8/2021	9/7/2022	King Kong	\$6,615.25
Positive Parenting Program	T0520		12	10/28/2021	10/28/2022	Super Queen	\$5,281.50
Ricci Law	T0299R3	Whitehardt	12	4/17/2022	4/17/2023	King Kong/Placards	\$44,352.00
WIC Greenville	T0360R2		7	6/10/2022	1/10/2022	King Kong	\$4,572.25
H&T Construction	T0606		3	5/15/2022	8/15/2022	King Kong	\$2,195.50
Parker Bail Bonds	T0458PA2		12	7/21/2022	7/20/2023	King Kong	\$6,695.50

ANTI-COLLUSION AFFIDAVIT

This Proposal will not be considered unless this form has been fully completed and signed by the Proposer or Proposer's Authorized Agent, and notarized, dated and completed by a Notary Public.

The following affidavit is submitted by or on behalf of the Proposer as a part of this Proposal:

The undersigned of lawful age, being first duly sworn on oath, says:

The undersigned is the Proposer or the duly authorized agent of the Proposer submitting the Proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of collusion among Proposer and between Proposer and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract Agreement pursuant to the Proposal to which this statement is attached;

The undersigned is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Proposal; and

Neither the Proposer nor anyone subject to the Proposer's direction or control has been a party to:

Any collusion among Proposer in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from Proposing;

Any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between Proposer and any City or Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

Streetlevel Media, LLC

Name of Individual, Partnership or Corporation

James Dawson

Signature of Proposer or Proposer's Authorized Agent

State of (North Carolina)

County of (New Hanover)

Subscribed and sworn to before me this 13 day of June, 2022.

Notary Public [Signature]
Notary Number _____

My Commission expires June 24, 2023

Carson G. Bradt
NOTARY PUBLIC
Guildford County, NC
My Commission Expires June 24, 2023

AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the City of Greenville in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this 13th day of June, 2022.

By Streetlevel Media, LLC
Name of Corporation or Firm

James Dawson
Authorized Signature

State of (North Carolina)

County of (New Hanover)

Subscribed and sworn to before me this 13 day of June, 2022.

Notary Public: Carson G. Bradt

Notary Number _____

My Commission Expires: June 24, 2023

Carson G. Bradt
NOTARY PUBLIC
Guildford County, NC
My Commission Expires June 24, 2023

(Balance of page intentionally left blank)

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying proposal, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of the above regulations and apply to this certification and disclosure, if any.

Streetlevel Media, LLC

Name of Individual, Partnership or Corporation

James Dawson

Signature of Proposer or Proposer's Authorized Agent

13th day of June

2022

(Balance of page intentionally left blank)

PROPOSAL FORM

Submitted by:

NAME: James Dawson
(Please type or print)

ADDRESS: 1901 Kent Street Wilmington, NC 28403

Telephone (910) 323-9306 Fax ()

E-mail jamesdawson@streetlevelmedia.com Cell Phone # 910 257-7802

FEDERAL ID# 84-2186355

FIRM: Streetlevel Media LLC

PROPOSALS WILL BE DUE AT THE ABOVE DATE AND TIME AND MAY NOT BE WITHDRAWN WITHIN NINETY (90) DAYS AFTER SUCH DATE.

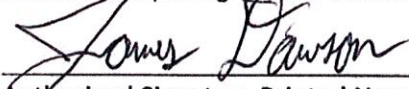
I CERTIFY that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same contractual services and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal and that the proposal is in compliance with all requirements of the Request for Proposal including, but not limited to, certification requirements.

The Firm further declares that it has examined the solicitation documents and all addenda, and that it has satisfied itself about the City of Greenville's requirements and all other information in the solicitation.

The Firm certifies neither the proposing firm nor any of its officers is on the City of Greenville's List of Ineligible Proposer or the United States comptroller General's List of Ineligible Firms for Federally Financed or Assisted Projects.

The undersigned Proposer hereby submits to City of Greenville this Proposal.

Name of Proposing Firm or Other Entity Streetlevel Media LLC

 James Dawson
Authorized Signature Printed Name

Title Owner

Proposer Declaration:

1. Proposer has carefully read and fully understands the full scope of the Specifications.
2. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Specifications.
3. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening, but may not be withdrawn after proposal opening date and time.
4. The City of Greenville reserves the right to award or reject any or all proposals and to accept the proposal, which will, in its opinion, best serve the public interest. The City of Greenville reserves the right to waive any technicalities and formalities in the Proposal.

5. I acknowledge receipt of addenda number(s)

Addendum # 1 Date _____ Initialed _____ Addendum # 5 Date _____ Initialed

Addendum # 2 Date _____ Initialed _____ Addendum # 6 Date _____ Initialed

Addendum # 3 Date _____ Initialed _____ Addendum # 7 Date _____ Initialed

Addendum # 4 Date _____ Initialed _____ Addendum # 8 Date _____ Initialed

Streetlevel Medic LLC
Proposer: (Name of Individual Partnership or Corporation)

James Dawson
(Signature of Proposer or Proposer's Authorized Agent)

Owner / Manager
(Title of Proposer or Proposer's Authorized Agent)

(Affix corporate seal if applicable)

(Balance of page intentionally left blank)

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying proposal, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of the above regulations and apply to this certification and disclosure, if any.

Streetlevel Media, LLC

Name of Individual, Partnership or Corporation

James Dawson

Signature of Proposer or Proposer's Authorized Agent

14th day of June, 2022

(Balance of page intentionally left blank)

*******Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation*******

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.

147-86.59(a)

Streetlevel Media LLC

Name of Contractor, Vendor or Bidder: _____

The contractor, vendor, or bidder listed above 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 contractor, vendor, or bidder listed above will not utilize on the contract with the City Of Greenville 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.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.


Signature _____ Date 6/13/22

James Dawson _____ Owner
Printed Name _____ Title

Notes to persons signing this form:

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

*******Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation*******

CERTIFICATION THAT YOU ARE NOT ON THE CITY OF GREENVILLE'S

LIST OF INELIGIBLE PROPOSERS

The Proposer or Sub-contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the City of Greenville;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the Proposer or Sub-contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PROPOSER OR SUB-CONTRACTOR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et. seq. ARE APPLICABLE THERETO.

By: Streetlevel Media, LLC

 Name of Corporation or Firm
James Dawson

 Authorized Signature

The authorized official signing above hereby certifies that he/she has under State and Local law to comply with the subject assurances and that the certification above has been legally made.

State of (North Carolina)

County of (New Hanover)

Subscribed and sworn to before me this 13 day of June, 2022.

Notary Public: *Carson G. Bradt*

Notary Number _____

My Commission Expires June 24, 2023

Carson G. Bradt NOTARY PUBLIC Guildford County, NC My Commission Expires June 24, 2023

Streetlevel Media, LLC Annual Report



LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: Streetlevel Media, LLC

SECRETARY OF STATE ID NUMBER: 0767425 STATE OF FORMATION: NC

Filing Office Use Only
E - Filed Annual Report
0767425
CA202202000126
1/20/2022 09:15
 Changes

REPORT FOR THE CALENDAR YEAR: 2022 AMENDING DOC ID # _____

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Dawson, Victor Weyher Jr.

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS
1901 Kent Street, Suites J & K P.O Box 15329
Wilmington, NC 28403 New Hanover County Wilmington, NC 28408

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Advertising

2. PRINCIPAL OFFICE PHONE NUMBER: (910) 323-9306 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS 5. PRINCIPAL OFFICE MAILING ADDRESS
1901 Kent St, Suites J & K P.O Box 15329
Wilmington, NC 28403 Wilmington, NC 28408

6. Select one of the following if applicable. (Optional see instructions)

- The company is a veteran-owned small business
 The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: <u>Victor Weyher Dawson , Jr.</u>	NAME: <u>James Richardson Dawson</u>	NAME: _____
TITLE: <u>Member</u>	TITLE: <u>Member</u>	TITLE: _____
ADDRESS: <u>1901 Kent St</u>	ADDRESS: <u>1901 Kent St</u>	ADDRESS: _____
<u>Suites J & K</u>	<u>Suites J & K</u>	_____
<u>Wilmington, NC 28403</u>	<u>Wilmington, NC 28403</u>	_____

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

James Richardson Dawson 1/20/2022
SIGNATURE DATE

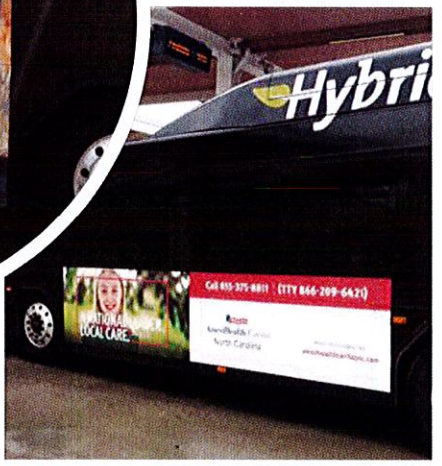
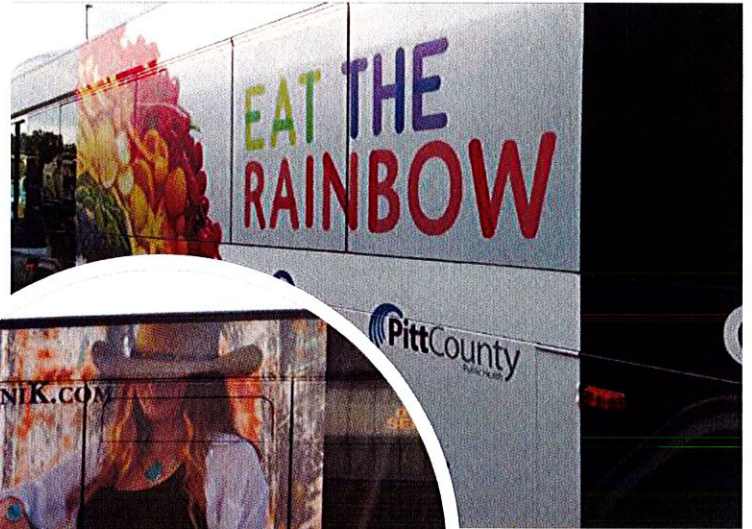
Form must be signed by a Company Official listed under Section C of This form.

James Richardson Dawson Member
Print or Type Name of Company Official Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

PORTFOLIO





THANK YOU FOR CONSIDERING
STREETLEVEL



EXHIBIT D
CITY OF GREENVILLE TRANSIT ADVERTISING POLICY

**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 or 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: 04/24/2023

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:

Bowen, Marshall Lane	Registered Motor Vehicle	460.70
Glover, Michael Keith	Registered Motor Vehicle	400.91
Herring, Charles Tyndall	Registered Motor Vehicle	360.95
Bullock, Jonathan Evan	Registered Motor Vehicle	305.63
Wainright Property Management, LLC	Registered Motor Vehicle	273.34
Lynch, Robert Lee II	Registered Motor Vehicle	269.58
Tucker-McLaughlin, Mary	Registered Motor Vehicle	256.37
Hackney, Paul Harrison	Registered Motor Vehicle	238.71
Nelson, Kenneth Roger	Registered Motor Vehicle	220.46
Crisp, Connie King	Registered Motor Vehicle	205.08
Sanyal, Saswata	Registered Motor Vehicle	183.84
Pollard, Randy Bruce	Registered Motor Vehicle	157.93
Williams, Roger Bryan	Registered Motor Vehicle	262.10
Griffin, William Crane Jr.	Registered Motor Vehicle	144.87
Woolard, William Rudolph	Registered Motor Vehicle	142.91
Charles, Fricien	Registered Motor Vehicle	139.49
Jones, Lester Earl	Registered Motor Vehicle	139.29
Mullins, Collier Machel	Registered Motor Vehicle	138.36
Walker, James Reeve Jr.	Registered Motor Vehicle	133.50
Gregory, Michael Eric	Registered Motor Vehicle	123.02
Haddock, Jimmy Dalton	Registered Motor Vehicle	121.53
McIntosh, Karen Capps	Registered Motor Vehicle	112.54

Kelly, Devon Abron	Registered Motor Vehicle	108.68
Reaves, Tina	Real Estate Taxes	677.45

Fiscal Note: The total refunded is \$5,577.24

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 04/24/2023

Title of Item:

Contract award for BUILD 5th Street Reconstruction and Streetscape Project, Contract award for BUILD Greenways Project, and Contract award for BUILD Task Order #4 for Construction Engineering Inspection/Materials Testing Services

Explanation:

In November 2019, the City of Greenville was awarded a federal BUILD Grant by the United States Department of Transportation (USDOT). This grant was awarded to provide funding for seven project components that will connect residents, employees, students, and visitors to West Greenville, the Medical District, East Carolina University, and downtown. Staff worked diligently with USDOT to draft and finalize the grant agreement, and secured the final, executed agreement from USDOT on September 13, 2022.

The BUILD 5th Street Reconstruction and Streetscape Project was advertised for bids on October 26, 2022, with the bid opening scheduled for December 14, 2022. Only one bid was received. In accordance with state statute, the project was re-advertised with a new bid opening date of January 10, 2023. Again, one bid was received, with Trader Construction Company submitting the lowest responsible, responsive bid in the amount of \$25,214,598.28. This contract provides for roadway reconstruction, intersection realignments through construction of two roundabouts, striped and shared bicycle lanes, upgraded decorative roadway and pedestrian lighting, and streetscape amenities. A bid summary is attached (Attachment 1).

The BUILD Grant Greenways Project was advertised for bids on January 18, 2023, with the bid opening scheduled for February 15, 2023. Only two bids were received. In accordance with state statute, the project was re-advertised with a new bid opening date of February 23, 2023. Again, two bids were received, but one was non-responsive. Trader Construction Company submitted the lowest responsible, responsive bid in the amount of \$6,594,631.66. This contract provides for construction of a network of on-and-off-street greenway and multi-use paths with select decorative pedestrian lighting. A bid summary is attached (Attachment 2).

The City advertised for professional services for design, ROW, Construction Engineering and Inspection/Construction Materials Testing Services (CEI/CMT), and grant reporting on the BUILD Grant on April 21, 2020. This solicitation included services for federally funded capital improvement projects associated with the BUILD Grant. The design contract for BUILD has had four phases, or task orders, as follows:

1. Design
2. Right-of-Way and Final Design Services
3. Utility Relocation Coordination and Stakeout
4. Construction Engineering Inspection/Materials Testing.

Services provided under Task Order #4 include, but are not limited to, regular coordination with, and administrative oversight of, the selected contractors, review and approval of shop drawings, daily inspections/reporting of the contractors' work, testing of construction materials to ensure compliance with plans and specifications, tracking pay quantities, dispute resolution, and utility coordination. Services will be provided over an approximately four year timeframe.

The contract including the recommended scope of services for base fee and additional services is attached (Attachment 3). The work of this task order will begin immediately upon execution of the contract. Additional services under this task order may only be utilized upon written approval by the City.

Fiscal Note:

The proposed budget for these three contracts are as follows:

1. 5th Street Reconstruction and Streetscape Project, including 20% contingency: \$30,257,517.94;
2. Greenways Project, including 12% contingency: \$7,385,987.46;
3. Task Order #4 for CEI/CMT: \$3,979,984.89.




Funding for the above contracts is provided as noted in Budget Amendment #8, Item E, as approved by City Council on April 13, 2023.

Recommendation:

City Council award the following contracts for BUILD, pending FHWA approval:

1. The BUILD 5th Street Reconstruction and Streetscape Project to Trader Construction Company of New Bern, NC for the base bid plus contingency in the amount of \$30,257,517.94.
2. The Build Greenways Project to Trader Construction Company of New Bern, NC for the base bid plus contingency in the amount of \$7,385,987.46
3. The Professional services contract for Task Order #4 for CEI/CMT to Kimley-Horn and Associates in the amount of \$3,979,984.89.

ATTACHMENTS

-  [Attachment 1-BUILD_Roadway_Project_Bid_Summary.pdf](#)
-  [Attachment 2-BUILD_Greenways_Project_Bid_Summary.pdf](#)
-  [Attachment 3-Build_Grant_TO_#4_for CEI-CMT.pdf](#)

ATTACHMENT 1

BUILD Roadway – 5th Street Reconstruction and Streetscape Project

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Bid Opening: January 10th, 2023 @ 10:00am

<i>Contractor</i>	<i>Rec'd Addendum(s) 1-5</i>		<i>5% Bid Bond</i>		<i>DBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Trader Construction Company	X		X		X		X		\$25,214,598.28

ATTACHMENT 2

**BUILD Greenways Project
 BID SUMMARY SHEET
 City of Greenville, North Carolina
 Engineering Division**

Bid Opening: February 23rd, 2023 @ 10:00am

<i>Contractor</i>	<i>Rec'd Addendum(s) 1-3</i>		<i>5% Bid Bond</i>		<i>DBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Trader Construction Company	X		X		X		X		\$6,594,631.66

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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

Copyright © 2008 National Society of Professional Engineers
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

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope.....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion.....	2
ARTICLE 4 – INVOICES AND PAYMENTS	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST.....	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance.....	4
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents.....	5
6.04 Insurance	6
6.05 Suspension and Termination.....	7
6.06 Controlling Law.....	9
6.07 Successors, Assigns, and Beneficiaries.....	9
6.08 Dispute Resolution.....	9
6.09 Environmental Condition of Site.....	9
6.10 Indemnification and Mutual Waiver.....	10
6.11 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS	11
7.01 Defined Terms	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	14
8.01 Exhibits Included	14
8.02 Total Agreement	15
8.03 Designated Representatives	15
8.04 Engineer's Certifications.....	15



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

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

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

City of Greenville, NC (“Owner”) and

Kimley-Horn and Associates, Inc (“Engineer”).

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

The Transportation Accessibility, Safety, and Connectivity Project, a.k.a. BUILD Grant Project - Task Order # 4 ("Project").

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

Provides Construction Administration and Grant Administration Services for the Construction Phase of the Owner's federal BUILD Grant, also known as the TASC 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

- A. 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

- A. *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 30 days after receipt of Engineer's invoice, then:

1. amounts 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 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*

- 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 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*

- A. ~~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*

- A. 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 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:*
 - 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. 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*

- A. 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. ~~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 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:*

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. 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. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages 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 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:* ~~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.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. (Not included)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. (Not Included)
- I. Exhibit I, Limitations of Liability. (Not Included)
- 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.

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: Kimley-Horn and Associates, Inc

By: P. J. Connelly

By: Chad Beck, PE

Title: Mayor

Title: Vice President

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's Certificate No. F - 0102

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

Kimley-Horn and Associates, Inc.

Greenville, NC

421 Fayetteville Street, Suite 600

27834

Raleigh, NC 27601

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Mr. Lynn Raynor, PE

Dan Robinson, PE

Title: Civil Engineer III

Title: Senior Vice President

Phone Number: 252-329-4620

Phone Number: 919-677-2178

Facsimile Number: 252-329-4535

Facsimile Number: 919-677-2050

E-Mail Address: lraynor@greenvillenc.gov

E-Mail Address: Dan.robinson@kimley-horn.com

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

DATE: _____

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

DATE: _____

Account Number(s): _____

Project Code (if applicable): _____

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate *[insert specific number or list here]* alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
- ~~7. Furnish ___ review copies of the Report and any other deliverables to Owner within ___ calendar days of the Effective Date and review it with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ___ copies of the revised Report and any other deliverables to the Owner within ___ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

~~A1.02 Preliminary Design Phase~~

~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
- ~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
- ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
[here list any such tasks or deliverables]~~
- ~~6. Furnish ___ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ___ calendar days of authorization to proceed with this phase, and review them with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
- ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ___ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ___ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

A1.03 *Final Design Phase*

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and Upon written authorization from Owner, Engineer shall perform services in accordance with **Exhibit A, Attachment 1.**~~
- ~~B. Engineer's services under the Final Design Phase Task Order # 2 will be considered complete on the date (December 31, 2021) when the submittals required by Exhibit A, Attachments 1 and 2 have been delivered to Owner.~~
- ~~C. In the event that the Work designed or specified by Engineer 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), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- ~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

A1.04 *Bidding or Negotiating Phase*

- ~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~
 - ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
 - ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
 - ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~~~

- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
 - ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
 - ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~
- ~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~
 3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
 4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions

precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: **Grant reporting - Prepare and submit quarterly reports to FHWA**
 19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
Grant reporting - Prepare and submit quarterly reports to FHWA
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types as set forth in **Exhibit A, Attachment 2**.
 - ~~1. Unspecified Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact~~

- statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- ~~2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.~~
 - ~~3. Services resulting from significant changes in the scope, extent, or character of the portions of the 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 or are due to any other causes beyond Engineer's control.~~
 - ~~4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
 - ~~5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.~~
 - ~~6. Providing renderings or models for Owner's use.~~
 - ~~7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.~~
 - ~~8. Furnishing services of Consultants for other than Basic Services.~~
 - ~~9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.~~
 - ~~10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.~~
 - ~~11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.~~
 - ~~12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.~~

- ~~13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.~~
- ~~14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
- ~~15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.~~
- ~~16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.~~
- ~~17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
- ~~18. Preparation of operation and maintenance manuals.~~
- ~~19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.~~
- ~~20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.~~
- ~~21. Assistance in connection with the adjusting of Project equipment and systems.~~
- ~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
- ~~23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record keeping.~~
- ~~24. Overtime work requiring higher than regular rates.~~
- ~~25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

~~A2.02 Additional Services Not Requiring Owner's Written Authorization~~

- ~~A. Engineer shall advise Owner in advance that Engineer is 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.~~
 - ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~

- ~~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 the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; 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 construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (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 (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
- ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
- ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~
- ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

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. **By way of including a geotechnical material testing consultant as part of the base services described in Exhibit A, the Owner will 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.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

EXHIBIT C—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit C Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$[2,834,300.24] based on the following estimated distribution of compensation:

<u>Compensation Packet BC-2 Base Services (Standard Hourly Rates)</u>		
	Base Services (Hourly)	\$ 2,567,118.04
	Base Services Materials Testing (Hourly)	\$ 250,572.20
	Reimbursable Expenses	\$ 16,610.00
	Total	\$ 2,834,300.24

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit C Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit C Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's

employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit C when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges;~~ reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, ~~Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- C. 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 of [1.00].

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of [1.00].
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. 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 will promptly 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, or 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 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, then Engineer will be paid for all services rendered hereunder.

- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of [July 1, 2023]) to reflect equitable changes in the compensation payable to Engineer.
- E. 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.

EXHIBIT C—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit C Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
2. The total compensation under this paragraph is estimated to be \$1,000,684.65 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a [960] calendar day construction schedule.

Task Order 3 - Resident Project Representative (RPR) Base Services (Hourly)			
Build Grant Construction Phase Services			
		Base RPR Services (Hourly)	\$ 989,318.40
		Reimbursable Expenses	\$ 11,366.25
		Total	\$ 1,000,684.65

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit C when applicable.
2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [1.00].
- C. Other Provisions Concerning Payment
1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of [1.00].
 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. Estimated Compensation Amounts
 - a. 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.
 - b. 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 will promptly 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, or 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 Owner decides not to suspend Engineer's services during 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, then Engineer shall be paid for all services rendered hereunder.
 4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of July 11, 2023) to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
 5. 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.

EXHIBIT C—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit C Paragraph 3.01:

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit C when applicable.
 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.00].
- C. Other Provisions Concerning Payment for Additional Services
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of [1.00].

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of [July 1, 2023]) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
 4. 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.
- D. The Total Compensation for Services under C2.05 is estimated to be \$145,000 based on the following estimated distribution of compensation:

Unspecified Services	\$ 145,000.00
----------------------	---------------

The estimated amount for Unspecified Additional Services will not be exceeded without written approval from the Owner.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and 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.
2. ~~The Standard Hourly Rates apply only as specified in Article C2.~~

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Kimley-Horn and Associates, Inc.

Classification	<i>Rate</i>
Project Manager	\$275 - \$335
Senior Professional II	\$250 - \$320
Senior Professional I	\$185 - \$240
Professional II	\$175 - \$225
Professional I	\$150 - \$190
Analyst	\$130 - \$170
Technical Support	\$110 - \$185
Support Staff	\$90 - \$130

Effective through June 30, 2023

Subject to annual adjustment thereafter

Rivers & Associates, Inc.

Classification	<i>Rate</i>
Project Manager	\$165 - \$185
RCOM	\$135 - \$155
RCO	\$90 - \$105
CAD Designer	\$110 - \$125
Project Administrator	\$65 - \$75

Effective through July 11, 2023

Subject to annual adjustment thereafter

Davenport

Classification	<i>Rate</i>
Project Manager	\$165 - \$200
Senior Professional II	\$150 - \$175
Senior Professional I	\$95 - \$125

Effective through June 30, 2023

Subject to annual adjustment thereafter

This is Appendix 2 to EXHIBIT C, consisting of 1__ page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Summary of Engineering Fees

SPECIFIER. REVISE BELOW TO MATCH EACH SECTION OF EXHIBIT C.

<u>Compensation Packet BC-2 Base Services (Standard Hourly Rates)</u>		
	Base Services (Hourly)	\$ 2,567,118.04
	Base Services Materials Testing (Hourly)	\$ 250,572.20
	Reimbursible Expenses	\$ 16,610.00
	Total	\$ 2,834,300.24
<u>Compensation Packet RPR-2: Resident Project Representative (Standard Hourly Rates)</u>		
	Base RPR Services (Hourly)	\$ 989,318.40
	Reimbursible Expenses	\$ 11,366.25
	Total	\$ 1,000,684.65
<u>Compensation Packet AS-1: Additional Services (Standard Hourly Rates)</u>		
	Unspecified Services	\$ 145,000.00
	Grand Total	\$ 3,979,984.89

This is **EXHIBIT D**, consisting of 4 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 A.1.05.

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D.1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Owner.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or 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 section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer’s agent 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, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner 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 superintendent, 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 Startups:*
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - 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 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 Specifications 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 a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
 - c. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - d. 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.

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 the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or 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 Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over 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 ____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: _____
OWNER

And To: _____
AGENDY

And To: _____
CONTRACTOR

The Engineer hereby gives notice to the above Owner, Agency, 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 on the reverse side of this Notice.

By: _____

Title: _____

Dated: _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons 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 date hereof.
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 on the front side of 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 on the front side of 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 G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

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

G6.04 *Insurance*

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

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$100,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$100,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |
| g. Other (specify): | \$ N/A |

~~2. By Owner:~~

- a. ~~Workers' Compensation:~~ _____ ~~Statutory~~
- b. ~~Employer's Liability~~ —
- 1) ~~Each Accident~~ _____ \$ _____
- 2) ~~Disease, Policy Limit~~ _____ \$ _____
- 3) ~~Disease, Each Employee~~ _____ \$ _____
- e. ~~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~~ — ~~Combined Single Limit (Bodily Injury and Property Damage):~~
- Each Accident:**
- \$ _____
- f. ~~Other (specify):~~ _____ \$ _____

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 J, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Special Provisions

The Agreement is amended to include the following agreement(s) of the parties:

Federal Requirements

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Equal Opportunity

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

Suspension and Debarment Certification

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

4. *Background Data:*

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

5. *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: _____

Exhibit A, Attachment 1

SCOPE OF SERVICES CITY OF GREENVILLE TASC BUILD GRANT PROJECTS- TASK ORDER #4 November 14th, 2022

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Engineer”) is pleased to submit this scope of services for engineering services for the TASC BUILD Grant Project – Task Order 4. Our project understanding, scope of services, schedule, and fee are below.



Project Understanding

KHA understands that the City of Greenville (“City”) would like to secure professional services for the TASC BUILD Grant Project. This Project will be performed in four phases: Design, ROW Mapping / Acquisition and Bid Phase Services, Utility Coordination Services, and Construction Phase Services. *This scope is specifically for professional services related to Task Order 4 – Construction Phase Services.* The BUILD Grant Project consists of seven (7) individual projects that are packaged into two Bid Packages (Roadway and Greenway). The projects are shown in the overview map

above and are defined as follows:

- **Greenway Bid Package**
 - **Project A - South Tar River Greenway Phase 3B**
 - Finalize design of EB-5539 along river to VA Health Care Center
 - ~1000-LF of a Multi-use path, (VA Health Care Center to West 5th Street)
 - **Project B - Moye Boulevard Sidewalk Expansion**
 - ~1200-LF of new multi-use path, (Farm Drive intersection with Venture Tower Drive, north on Venture Tower Drive for 2 blocks, east on Sennie Drive for one block, north on Stantonsburg Road for one block ending at the Memorial drive intersection)
 - **Project F - Millennial Connector**
 - ~1500-LF of new greenway (Dickinson Ave & Ficklen St to ECU Millennial Campus South of W 10th Street)
 - **Project G - Town Common Connector**
 - ~2000-LF of new greenway, (E 1st Street to E 5th Street)
- **Roadway Bid Package**
 - **Project C - West 5th Street Streetscape, Phase II**
 - ~975-LF of roadway and streetscape improvements including a roundabout, (Cadillac St to just west of Shepard St)
 - **Project D - West 5th Street Streetscape, Phases III**
 - ~3050-LF of roadway and streetscape improvements including a roundabout, (Just west of Shepard St to S Pitt St)
 - **Project E – West 5th Street Streetscape Phase IV**
 - ~1600-LF of roadway and streetscape improvements, (S Pitt St to Reade St)

The Engineer will perform all services in accordance with the latest editions of the:

- City of Greenville Manual of Standard Designs and Details
- NCDOT Standard Specifications for Roads and Structures
- GUC Water and Wastewater Design Manual
- NCDEQ Erosion and Sediment Control Planning and Design Manual
- MUTCD (Manual on Uniform Traffic Control Devices)
- Uniform Relocation Assistance and Real Property Acquisition Act, 49 CFR Part

24 as amended

- And any other applicable standards

TASK ORDER 4 – Construction Phase Services

TASK 1 – Project Administration

Kimley-Horn Team (Engineer) has developed Plans, Specification, Estimates and Schedules for each Bid Package which will serve as the framework for Task Order 4 that includes the essential elements needed to deliver the Build Grant project as set forth in paragraph A1.03.B in the EJCDC Contract. Portions of the tasks set forth in Task Order 4 will occur during the contract time for Task Order 1 (Design Phase) and Task Order 2 (ROW Mapping / Acquisition and Bid Phase Services).

The Engineer understands the following are the anticipated construction schedules:

- Roadway Bid Package Schedule
 - Utility Phase Part 1 (Cadillac to Davis): 242 calendar days (8 months: November 2022 – June 2023)
 - Utility Phase Part 2 (Davis to Pitt): 241 calendar days (8 months: July 2023 – February 2024)
 - Construction Phase: 960 calendar days (32 months: April 2023 – November 2025)
- Greenway Bid Package Schedule
 - Construction Phase: 730 calendar days (24 months: May 2023 – May 2025)

The duration for Task Order 4 is anticipated to be 47 months (August 2022 – June 2026), which includes startup and project closeout.

The Engineer will administer the project in a manner so as to be responsive to the needs of the City and assure the quality of the product. The following project administration efforts will include the following items:

- Oversee the project team relative to adherence to budget, schedule, and conformance to the project scope on a day-to-day basis.
- Provide a minimum of two project contacts for the City so that at any time someone familiar with the project can be available to the City if questions, comments, concerns, or other project needs arise.
- Maintain the quality control program throughout the life of the project.
- Update the existing construction schedule as dates change. Contractor will be responsible for developing his own schedule.
- Meet with the City's Project Team as appropriate based on scope via conference call or be available to answer project related questions on a regular basis via phone calls and email.

- Prepare and submit via email a monthly progress report for each bid package to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and will coincide with monthly project invoicing.
- Utilize City's OpCenter project management software to actively manage Grant projects. OpCenter will host project data and allow the City to view updates and submittals throughout project development and construction.
- Maintain a project cost accounting system throughout the life of the project and prepare monthly project invoice.
- Prepare and submit Quarterly Reports to FHWA through the Recovery Act Database System (RADS). The Engineer will need to request access to RADS via the User Profile and Access Control System (UPACS). Once the Engineer has access, this effort will include updating the project status, schedule, and budget every quarter for each bid package until the project is closed. The project status responses will need to provide enough detail in the online forms to justify the whether the project is on schedule and within budget or explain why deviations have occurred and how the project will get back on track. The Engineer will coordinate with the City to complete the SF-425 For which includes information on financial receipts and expenditures from the City. The Engineer assumes up to twenty-six (26) quarterly reports (15 for the Roadway Bid Package and 11 for the Greenway Bid Package) will be needed as a part of this scope.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina.

Project Administration is anticipated to occur on an ongoing basis throughout the *Construction Phase Services phase* (Task Order 4) as set forth in paragraph A1.03.B in the EJCDC Contract. If this time period changes, then a supplemental will be required.

TASK 2 – Meetings and Coordination

Task 2.01 Monthly Progress Meetings

The Build Grant projects will require special meetings to coordinate progress and keep the projects on schedule prior to construction starting. The Engineer will attend the below meetings:

- Seven (7) virtual Monthly Progress Meetings with the City's Project Team
 - Task Order 1 Reallocation 3 included Monthly Status Meetings through July 2022. Task Order 4 will cover Monthly Status Meetings from August 2022 thru February 2023, when the Greenway Bid Package Construction will begin.
- Seven (7) virtual Internal Progress meetings
- Additional meetings with other parties are described in the below Tasks

Task 2.02 Utility Coordination & Utility Pre-Construction Meeting

GUC and other utility companies are scheduled to relocate their facilities in advance of selecting a Contractor as described in the Roadway Bid Package Schedule. Engineer will coordinate with these utility companies, review all utility plans, and assist the City's staff as needed to validate and document (if necessary) any claims made by utilities for reimbursement from the City for up to twelve (12) months..

Engineer will coordinate the resolution of utility conflicts with the respective owners and will inform the City's staff of all correspondence regarding same. The design and adjustment of privately owned utilities will be the responsibility of the respective owners, with coordination provided by Engineer. Existing and proposed private utility locations have been shown on UBO plans. Engineer will review utility relocations to make sure they do not conflict with roadway design or each other. The City's staff will be informed of and/or invited to all coordination meetings.

Engineer will perform Utility Relocation Coordination Services to ensure that these private utility designs are implemented in the field in a timely manner and that the Roadway Bid Package Schedule is followed as much as possible. This includes the following items:

- Schedule monthly utility meetings with the utility companies while utilities are actively being relocated. These meetings will be incorporated in the monthly Roadway Construction Progress Meetings.
- Observe and document the utility work performed by the utility company or the utility company's contractor at the monthly utility meetings to determine the progress of the work, identify discrepancies, report significant discrepancies to the City, and coordinate with the utility company's contractor to correct such observed discrepancies.
- Coordinate with the utility company and/or the utility company's contractor to determine when utility relocations will occur.
- Provide updated Roadway Bid Package Schedule to the City monthly which will include start and completion dates of the utility work and percent complete.

TASK 3 – Construction Administration

Task 3.01 Pre-Construction Meetings

The Engineer will conduct the Pre-Construction Meeting with the Contractor's representatives, utility company's representatives, GUC staff, the City's staff, and the Engineer's sub-consultants as necessary, for each Bid Package (2 total meetings). The Engineer will have up to three staff members in attendance for each of these meetings. The Engineer will provide assistance to the City as needed during these meetings in interpreting the plans and specifications, answering the Contractor's questions, and attending a site walk with the Contractor. The Engineer will provide Meeting documentation for project records.

Task 3.02 Pre-Construction Meetings (Rivers)

Rivers shall attend the Project Pre-Construction Meeting with the Engineer's representatives, Contractor's representatives, utility company's representatives, GUC staff and the City's staff. Rivers shall provide assistance to the Engineer as needed during these meetings in interpreting the plans and specifications and answering the Engineer's questions. Attendance at a site walk with the Engineer, Contractor or others is not currently budgeted. Rivers will provide handwritten Meeting documentation for project records.

Task 3.03 Monthly Construction Progress Meetings

The Engineer will conduct monthly construction progress meetings with the Contractor's representatives, the City's staff, and the Engineer's sub-consultants as necessary, for each Bid Package. Such meetings will be maintained throughout the entire construction period and will be for the primary purpose of assessing the progress of the work. The Engineer will have up to two staff members in attendance for each of these meetings. The Engineer will provide meeting documentation for project records.

The Engineer will conduct up to twenty-four (24) monthly construction progress meetings for the Greenway Bid Package and up to thirty-two (32) monthly construction progress meetings for the Roadway Bid Package for a total of up to fifty-six (56) meetings.

Task 3.04 Monthly Construction Progress Meetings (Rivers)

Rivers shall attend monthly scheduled construction progress meetings with the Engineer's representatives, Contractor's representatives and the City's staff, as necessary. Such meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work. The SUBCONSULTANT will provide Meeting documentation for project records. It is assumed that there will be no more than fifty-six (56) monthly construction progress meetings.

Task 3.05 Construction Observation Visits

The Engineer will conduct periodic construction site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work but will be limited to spot checking and similar methods of general observation. Based on information obtained during the site visits, Engineer will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Engineer will keep Client informed of the general progress of the work. The Engineer will make up to twenty (20) site visits and site visits will incorporate both bid packages, when possible. The Engineer will have up to two staff members in attendance for these site visits.

Engineer will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor

to comply with laws. Engineer does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Engineer is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Engineer will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Engineer believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Task 3.06 Contractor Pay Application Review and Approval

Based on its observations, review of applications for payment and supporting documentation, Engineer will recommend amounts that Contractor be paid. Recommendations will be based on Engineer's knowledge, information, and belief, and will state whether in Engineer's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Engineer's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Engineer's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Engineer will review, approve, and make recommendation for payment to Client. The submitted pay application will be reviewed with the project inspectors, and cross checked with submitted field reports. Engineer will also review to determine if all information that is required for FHWA funded projects is included, such as material tickets, supplier list, W-9 forms, DBE-IS for subcontractors, subcontractor approval forms, sales tax, certified payroll, and an updated schedule.

The Engineer will review up to twenty-four (24) payment applications for the Greenway Bid Package and up to thirty-two (32) payment applications for the Roadway Bid Package (56 total).

If a dispute arises between the Client and the Contractor, the Engineer will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

Task 3.07 Contractor Pay Application Review and Approval (Rivers)

The Contractor's monthly proposed quantities of work completed for payment and for materials stored shall be checked/confirmed by Rivers' Resident Construction Observers (RCOs) as part of Task 4.01. Rivers' Resident Construction Observation Manager (RCOM) shall provide oversight, handling, and coordination of the Contractor's pay request between the RCO and the Engineer each month. Final approval and distribution of pay requests shall be provided by the Engineer.

Task 3.08 Shop Drawing Reviews

The Engineer will promptly review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples for the purpose of conformance with the information given in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. The Engineer will receive Contractor submittals for compliance with Contract Documents, review them, and properly distribute to Contractor and City. The Engineer will review up to twenty-five (25) Contractor submittals for the Greenway Bid Package and up to fifty-five (55) Contractor submittals for the Roadway Bid Package (80 total).

Task 3.09 Shop Drawing Reviews (Rivers)

Rivers' RCOM shall provide brief review of approved shop drawings as required for familiarization to facilitate communication and coordination with the Contractor, RCO and CONSULTANT. RCOM shall maintain submitted shop drawings and provide necessary hard copies to the RCO.

Task 3.10 Respond to Contractor's Requests for Information

The Engineer will promptly review and respond to the Contractor's Requests for Information (RFI) with such reasonable promptness as to cause no delay in the work or in the Project schedule. The Engineer will respond to up to twenty-five (25) RFIs for the Greenway Bid Package and up to fifty-five (55) RFIs for the Roadway Bid Package (80 total).

Task 3.11 Respond to Contractor's Requests for Information (Rivers)

Rivers shall coordinate with the CONSULTANT and provide a written response to Requests for Information (RFIs) dealing with portions of the project designed by Rivers. It is assumed that there will be no more than twenty (20) RFIs.

Task 3.12 Respond to Contractor's Requests for Information (Davenport)

Davenport will promptly review and respond to the Contractor's Requests for Information (RFI) with such reasonable promptness as to cause no delay in the work or in the Project schedule. Davenport will respond to up to ten (10) RFIs for the Greenway Bid Package.

Task 3.13 Negotiate, Review and Prepare Change Orders

The Engineer will promptly review and respond to the Contractor's Requests for Change Orders with such reasonable promptness as to cause no delay in the work or in the Project schedule. Engineer will recommend Change Orders to the Client and will review

and make recommendations within conformance to the Contract Documents related to Change Orders submitted or proposed by the Contractor. The Engineer will issue up to five (5) change orders for the Greenway Bid Package and up to fifteen (15) change orders for the Roadway Bid Package (20 total).

Task 3.14 Issue Bulletin Drawings

The Engineer will, as needed, promptly create and issue any Bulletin Construction Drawings with such reasonable promptness as to cause no delay in the work or in the Project schedule. Bulletin Construction Drawings will be issued to address any field changes or design clarifications that might arise during construction. The Engineer will issue up to ten (10) bulletin drawings for the Greenway Bid Package and up to twenty (20) Bulletin Drawings for the Roadway Bid Package (30 total).

Task 3.15 Issue Bulletin Drawings (Rivers)

Rivers shall coordinate with the Engineer and provide supplemental Bulletin Drawings as required to provide modification or clarification to the construction plan sheets. The Bulletin drawings provided by Rivers are associated with the portions of the project designed by Rivers. It is assumed that there will be no more than ten (10) Bulletin Drawings produced.

Task 3.16 Issue Bulletin Drawings (Davenport)

Davenport will, as needed, promptly create and issue any Bulletin Construction Drawings with such reasonable promptness as to cause no delay in the work or in the Project schedule. Bulletin Construction Drawings will be issued to address any field changes or design clarifications that might arise during construction. Davenport will issue up to four (4) bulletin drawings for the Greenway Bid Package.

Task 3.17 Value Engineering Meetings

The Engineer will attend up to two (2) value engineering meetings for the Greenway Bid Package and three (3) value engineering meetings for the Roadway Package at the request of the City (5 total meetings). The Engineer will have up to two staff members in attendance for each of these meetings. The Engineer will develop preliminary exhibits to aid in the meeting discussion and will only be for use by the Contractor to provide a cost savings to the City prior to moving ahead. If the cost savings are worth it to change the design plans, the Issue Bulletin Drawings Tasks will be utilized to complete the plan changes for construction.

Task 3.18 Materials Sampling and Testing Coordination

The Engineer will oversee the Materials Sampling and Testing process in accordance with the Contract Documents. Terracon will perform the sampling and testing services as defined in this other parts of this Task Order and provide the results to Rivers.

When requested by Rivers and Terracon, Engineer will review inspection results. Engineer's review of certificates of inspection will be solely to determine that the results

indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Engineer is entitled to rely on the results of such tests. Engineer will review up to thirty (30) tests for the Greenway Bid Package and up to seventy (70) tests for the Roadway Bid Package (100 total).

Task 3.19 Conduct Substantial Completion Inspection & Final Acceptance Inspection

Contractor is responsible for scheduling and conducting a Substantial Completion Inspection with the Engineer, utility company's representatives, GUC staff, the City's staff, and the Engineer's sub-consultants as necessary for each Project (7 total inspections) to determine if the work is substantially complete. Rivers will provide the initial punch list generated from field observations and Kimley-Horn will complete and distribute the punch list following the Inspection. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on the punch list. The Engineer will have up to five staff members in attendance for each of these meetings. The Engineer will provide meeting documentation for project records.

Contractor is responsible for scheduling and conducting a Final Acceptance Inspection with the Engineer, utility company's representatives, GUC staff, the City's staff, and the Engineer's sub-consultants as necessary for each Project (7 total inspections) to evaluate whether the completed Work of Contractor is generally in conformance with the Contract Documents and the punch list so that the Engineer may recommend final payment to the Contractor. The Engineer will have up to five staff members in attendance for each of these meetings. The Engineer will provide meeting documentation for project records. The Engineer will provide meeting documentation for project records. The City will issue the formal letter of acceptance and set the date for the beginning of the warranty phase for each Project.

Task 3.20 Conduct Substantial Completion Inspection & Final Acceptance Inspection (Rivers)

Rivers is responsible for attending a Substantial Completion Inspection and Final Inspection visit to establish initial and final punch list items (two (2) inspections for each of seven (7) projects). Rivers shall participate in the final review with the Engineer and appropriate Project Stakeholders to check conformance of the Work with the requirements of the Construction Contract Documents. Punch lists will be generated and provided to the Engineer as required.

Task 3.21 Record Drawings

The Contractor will finalize the As-Built Drawings for each Project in each Bid Package (7 total) in accordance with the Contract Documents and submit the As-Built Drawings to the Engineer for review.

The Engineer of Record will review the As-Built Drawings to determine if there were obvious errors or changes to the intent of the design and for the purposes of creating Record Drawings for the Project. The Engineer of Record is the engineer who sealed the Final Plan Set, approving them for construction. The Engineer will use the As-Built Drawings to develop a set of Record Drawings for each Project in each Bid Package. The Record Drawings may be developed with hand markups instead of editing the original CADD design files.

If the Engineer did not personally observe or verify the changes, the Engineer will indicate the source of the information for the changes and provide language disclaiming any personal field verification.

The Engineer will comply with the requirements in the “Certifying Record Drawings” article promulgated by the North Carolina Board of Examiners for Engineers and Surveyors (NCBELS). These requirements specify how to produce, collect, and maintain records regarding infrastructure improvement designs and changes made to such designs during the construction process.

The Engineer will sign and seal the Record Drawings in accordance with NCBELS rules to ensure that the information is ready for release and has been reviewed by a professional engineer. The Engineer will submit the following for each Project in each Bid Package to the City Engineering Division:

- One (1) signed and sealed copy of Record Drawings.
- An electronic copy of the drawing in PDF format with the following certification:
“I, _____, as a duly registered Professional Engineer in the State of North Carolina, hereby certify that construction of the street(s) and storm drainage infrastructure as presented on these Record Drawings has been completed in substantial accordance with the approved plans and specifications and that the information pertaining to said infrastructure provided by _____ and prepared under the supervision of _____ is correct to the best of my knowledge and belief.”
- The Engineer’s & Citys Certification Completion forms (Std. details No. C31.01 & C31.02, respectively).

Task 3.22 Record Drawings (Rivers)

Rivers shall comply with the requirements in the “Issuance of Record Drawings” promulgated by the North Carolina Board of Examiners for Engineers and Surveyors. These requirements specify how to produce, collect, and maintain records regarding infrastructure improvement designs and changes made to such designs during the construction process.

Completion of Construction – All 7 Projects

Rivers' RCO shall review the Contractor furnished As-Built drawings to confirm that annotations describing field changes have been added and that the additions are complete and clear. The annotations should include any sketches, narratives, dimensions or other information that may be helpful in describing the changes.

Compilation and Certification – Projects C, D, and E

It is assumed there will be no need for as-builts for Project B. Rivers will review the annotated plan sets for Projects C, D, and E to determine if there were obvious errors or omissions such that the designer of record can create final Record Drawings for the Project. The designer of record is the Rivers engineer who sealed the final design drawings, approving them for construction. Rivers shall review and annotate Contractor's As-Built information such that a set of Record Drawings can be produced generally within four (4) calendar weeks. It is assumed nineteen (10) total sheets of record drawings will be generated.

If Rivers did not personally observe or verify the changes, Rivers shall indicate the source of the information for the changes and provide language disclaiming any personal field verification.

Task 3.23 Record Drawings (Davenport)

Davenport will review the applicable As-Built Drawings and create Record Drawings in accordance with the process described in the Record Drawings Task.

Task 3.24 One Year Warranty Inspection and Issue Warranty List

The Engineer will schedule and conduct a Warranty Inspection with appropriate City officials and Contractors' representatives for each Project in each Bid Package at eleven (11) months after the beginning of the guarantee period. Rivers will provide the warranty lists for these inspections. The Engineer will have up to four staff members in attendance for each of these meetings. Following the Inspection, the Engineer will provide a list of items for each Project to the City's Project Manager that are observed to be out of conformance with the Contract Documents.

Task 3.25 One Year Warranty Inspection and Issue Warranty List (Rivers)

Rivers shall conduct with appropriate City officials and Engineer's representatives, one (1) Warranty-phase inspection for each of the seven (7) projects, at eleven (11) months after the beginning of the guarantee period. Warranty lists will be generated and provided to the Engineer as required.

Task 3.26 Construction NEPA Review, Environmental Services, and Stakeholder Meetings

Construction NEPA Review

The Engineer will review the project commitments in the previously signed and sealed Environmental Documents for all seven projects and verify they still apply and have been incorporated in the plans and bid documents as necessary. The Engineer will also review the federally protected species list to ensure no species updates are needed for the Environmental Documents.

Bald Eagle Surveys

The bald eagle is protected under the Bald and Golden Eagle Protection Act (BGPA). The Engineer will review North Carolina Natural Heritage Program data inventorying known occurrences of bald eagle in and within 1.0-mile of the project study area. The Engineer will conduct pedestrian surveys for bald eagle within the project study area and the area within 660 feet of the project study area in accordance with the NCDOT bald eagle survey protocols based on the National Bald Eagle Management Guidelines. The Engineer will render an updated biological conclusion for bald eagle.

Stakeholder Meetings

The City will provide a list of pertinent stakeholders along the project corridor to the Engineer. The Engineer will attend and facilitate the following stakeholder meetings:

- Roadway Projects (8 total)
 - Two stakeholder meetings per year
- Greenway Projects (3 total)
 - One stakeholder meeting for Projects A & B
 - One stakeholder meeting for Project F
 - One stakeholder meeting for Project G

The Engineer will have up to two staff members attend and facilitate the stakeholder meetings. The Engineer will prepare and provide the City with an electronic copy of a draft agenda and meeting materials prior to the stakeholder meetings. The Engineer will conduct one round of revisions and distribute to all of the stakeholders. The Engineer will prepare a summary of the stakeholder meetings and provide a draft of the summary electronically to the City for review.

TASK 4 – Resident Construction Observation

Task 4.01 Resident Construction Observation (Rivers)

Rivers to provide full-time construction observation of the entire project to check conformance with plans and specifications. This will include two (2) full-time on-site Resident Construction Observers (RCOs) who will represent Rivers and the Engineer. One (1) RCO will be assigned to the four (4) Greenway projects, and one (1) RCO will be assigned to the three (3) Roadway projects.

As part of the Project site visits, Rivers shall become familiar in detail with the progress and quality of the work completed and determine in detail if the work is being performed

in a manner indicating that the work, when completed, will be in accordance with the Construction Contract Documents. Rivers shall exercise the utmost care and diligence in discovering and promptly reporting to the Engineer any defects or deficiencies in the work of the Contractor or any Subcontractors, or their respective agents or employees, or any other person performing any of the work in the construction of the Projects. Rivers will document all construction activities and photograph critical portions of the project. Rivers, or his representative, will collect all material quantity tickets and determine quantities of materials installed.

Rivers shall have the responsibility and authority to reject work that does not conform to the Construction Contract Documents. Whenever Rivers considers it necessary or advisable for the implementation of the intent of the Construction Contract Documents, Rivers shall have the responsibility to require additional inspection or testing of the work in accordance with the provisions of the Construction Contract Documents, whether or not such work is fabricated, installed or completed. However, Rivers shall obtain the Engineer's prior written consent of any such additional inspection or testing. At no times shall Rivers, or his representative, supervise or direct the Contractor in performance of Contractor's work.

The estimated fee is based on full-time construction observation services at 40-hours per week for each RCO throughout the expected duration of the construction contract period. Should overtime work be required, RCO services will be provided at a rate that is equivalent to 1.5 times the regular hourly rate.

Task 4.02 Resident Construction Observation Management (Rivers)

Rivers will provide a resident construction observation manager (RCOM) to provide management of the RCO, and to serve as a liaison between the RCO and the Engineer. Rivers' Project Manager shall provide oversight, management and assistance to the RCO as required.

In general, Contractor's questions, concerns, or matters of interpretation shall be first addressed by the RCO, followed by the RCOM, and then if necessary by the Engineer.

The duties of the RCOM shall include:

- address field questions of the Contractor and RCO,
- provide site visits when required to address questions of the Contractor, City, RCO and/or Engineer,
- assist RCO in review of progress schedules, shop drawing schedules and schedule of values,
- review RCO field reports,
- assist RCO with interpretation of plans and specifications,
- assist RCO with interpretation of shop drawings,
- review Engineer's response to RFI's prior to issuance,

- review Engineer’s field orders, work change directives, or change orders prior to issuance,
- assist RCO with compilation and maintenance of material quantities included in monthly pay requests,
- assist Engineer in determining need to issue Bulletin Drawings,
- assist Engineer in review of Bulletin Drawings for adequacy prior to issuance,
- assist RCO in review and annotation of Record Drawings.

Rivers’ Project Administrator will provide word processing assistance to transcribe the RCOs’ handwritten field inspection reports for review by the RCOM and submittal via OpCenter.

Task 4.03 Resident Construction Observation Coordination

The Engineer will coordinate with the Rivers’ Resident Construction Observation team as requested by the subconsultant during the life of the project. The effort is assumed to be weekly coordination calls and email communication.

TASK 5 – Materials Sampling and Testing

Task 5.01 Materials Sampling and Testing

Terracon will provide the following services:

Project Description

Item	Description
Proposed Construction	<ul style="list-style-type: none"> • West 5th Street, extending from Cadillac Street to Reade Circle <ul style="list-style-type: none"> • Project C; Cadillac Street to Sheppard Street • Project D; Sheppard Street to Pitt Street • Project E; Pitt Street to Reade Circle • Tar River Greenway <ul style="list-style-type: none"> • Project A; Moye Blvd to Nash Street • Moye Blvd Sidewalk Expansion <ul style="list-style-type: none"> • Project B; W 5th Street to S Memorial Drive • Arts District Trail <ul style="list-style-type: none"> • Project F; W 10th Street to Dickinson Ave to Ficklen Street • Town Common Connector <ul style="list-style-type: none"> • Project G1; 150 linear feet south of E 4th Street • Project G2; E 4th Street to E 3rd Street • Project G3; E 3rd Street to E 1st Street
Proposed Construction	<p>Projects C, D & E include modifications to West 5th Street including the construction of round-a-bouts, milling and paving, sidewalks and bike lanes.</p> <p>Projects A, B, F & G include asphalt and concrete paths, sidewalks, and elevated walkways to be supported by timber pile</p>
Pavements	Pavement sections vary throughout the projects

Item	Description
Grading	Minor grade changes are proposed at pavement sections. Projects A and G3 include portions of boardwalk and a prefabricated pedestrian bridge.

Should any of the above information or assumptions be inconsistent with the planned construction, Terracon will need to make modifications to this scope of services.

In preparation for this proposal, the following documents were reviewed:

- BUILD Grant Greenway Projects, 100% plans, dated 05-24-2022
- BUILD Grant Greenway Schedule
- BUILD Grant Roadway Projects, 100% plans, dated 05-24-2022
- BUILD Grant Roadway Schedule

Construction Materials Testing and Special Inspection Scope of Services

The required inspection and testing services required for this project will be conducted by Terracon in accordance with the recommendations and requirements offered by the project contract documents, the project geotechnical report, the International Building Code, the applicable ASTM testing and material standards, and NCDOT geotechnical testing standards, as well as other applicable referenced standards.

Terracon understands the scope of services for this project will include observations and/or testing of the following areas of construction:

- Soils
 - Continuous observations to observe proofrolling of prepared subgrade and provide direction for removal and replacement of unsuitable soil
 - Periodic observations of classification and testing of compacted fill materials, if applicable
 - Continuous observations to verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill
 - Periodic observations of subgrade to verify it has been prepared properly prior to placement of compacted fill
 - Observe stability and perform density tests on graded aggregate base course
 - Observe construction of MSE retaining walls
 - Perform compaction testing of retaining wall backfill
 - Perform periodic testing by Dynamic Cone Penetrometer of soils at foundation bearing elevation to verify that the soils are satisfactory for the design bearing capacity
- Timber Pile Installation Observations
 - Continuous observations of timber pile installation

- Provide pile driving criteria, including minimum pile embedment depth, based on an approved pile driving criteria
- Confirm timber pile grade and size prior to installation
- Observe pile alignment, plumbness and condition during pile driving
- Monitor blow counts and compare to established pile driving criteria
- Cast-in-Place Concrete
 - Periodic observations of reinforcing steel, welded wire fabric
 - Continuous observations of cast-in-place concrete placement
 - Continuous verification of correct mix design used during placement
 - Continuous monitoring of sampling of fresh concrete, slump test, air content test, temperature of concrete and creation of strength test specimens
 - Continuous observations of bolts to be installed in concrete prior to and during placement.
 - Periodic observations of curing techniques
 - Periodic observations of formwork for shape, location, and dimensions of concrete members being formed
 - Periodic observations of post-installed and adhesive concrete anchors
- Asphalt Pavements
 - Observe proofrolling of soil and stone subgrades at rough and fine grading
 - Measure stone base thickness and density
 - Observe asphalt placement and rolling techniques
 - Perform field density tests on constructed pavement
 - Obtain core samples for thickness measurement

If the City would like Terracon to perform any additional work, Terracon can issue a short Supplement to Agreement form or Supplement Proposal that outlines the additional work to be performed and associated fees.

Assumptions and Exclusions

The following assumptions were made when creating a cost estimate for the above referenced scope of services:

- Staff time, laboratory testing and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices as such and be considered out-of-scope or additional items not included in the above estimated budget.
- Terracon has assumed when feasible, multiple tasks will be occurring concurrently, and the inspectors/technicians will provide multiple services in a single visit (such as soils and concrete in the same visit or reinforcing steel and concrete).
- From Terracon's experience with this type of building construction, Terracon anticipates that the slab-on-grade concrete pour will begin in the early morning

- hours, overtime rates will apply to services performed before 6:00 AM or after 6:00PM.
- On-site exterior concrete testing for curb/gutter and sidewalks will not be required.
- Construction sequencing follows the drawing sequences. This could change many aspects of estimation.

Terracon requests to be notified should any of these assumptions be incorrect or if additional testing is needed so that a revised scope of services and cost estimate may be submitted. Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and performed by Terracon, the following services are specifically excluded from this proposal. These services can be performed by Terracon if desired; however, a separate or revised proposal for these services would be required.

- Concrete Plant Inspections
- Steel Shop Inspections
- Waterproofing Evaluations

Limitations

Terracon will use persons experienced in the various phases of the construction testing. Terracon will provide the Contractor with daily inspection reports and, if appropriate, make recommendations for correcting substandard test results. Terracon will not direct the Contractor or his subcontractors in performance of their work and does not have the authority to authorize changes in their contracts. Most construction testing is a random sampling of the work product. It is not intended to be a guarantee of the overall work. The Contractor is responsible for performing the work in accordance with the contract documents. In addition, the Contractor and his subcontractors are solely responsible for safety on the job site. Terracon accepts no responsibility for site safety.

Scheduling Guidelines

Terracon's services will be provided on an "as requested" basis when scheduled by the Contractor or Project Inspector. Terracon recommends that the Contractor or Project Inspector utilize the "Dispatch/Scheduling Phone Number" between the hours of 8:00 am and 5:00 pm. During scheduling the following information should be provided to the dispatcher:

- Project name and location
- Date and time of the requested service(s)
- Services required (please do not assume that technicians carry all equipment)
- Onsite location(s) of the requested service(s)
- Anticipated quantities of materials (i.e., cubic yards of concrete)
- Onsite contact information (name and phone number, if possible)

Please note that Terracon would prefer the Contractor or Project Inspector schedule Terracon's services in a timely manner and need to cancel them than to not call at all or call late. Terracon requires a minimum 24-hour notice to schedule personnel for services to avoid delays to construction activity. If Terracon's services are not scheduled according to this time frame, Terracon will make every reasonable effort to accommodate the Contractor's needs but may be unable to provide service. Terracon will only provide testing when contacted by the City's designated representative and will not be responsible for required testing if Terracon is not scheduled.

Data Management and Reporting

To enhance the service Terracon provides to the City, Terracon uses a proprietary project management and data management software program known as CMELMS (Construction Materials Engineering Laboratory Management System). CMELMS is a program developed by Terracon specifically tailored for Construction Quality Control and Quality Assurance consulting and testing projects. CMELMS allows Terracon to electronically track all client service requests, daily field reports, laboratory test results, concrete history and performance, invoicing, project budgets, and project report and invoice distribution. The software creates a database for each project that allows Terracon to provide timely and constant communication to clients and instantaneous retrieval of field and laboratory reports and test results and budget information. This proves to be invaluable to Terracon's project managers and clients when discussing specific project details and data. Furthermore, Terracon can also provide distribution of reports and invoicing to clients via electronic methods. This includes email distribution or setting up project specific "Client Document Website" where Terracon's clients and other approved Project Team members can go to via the Internet and retrieve critical project information.

Through the CMELMS program, Terracon has the capability to efficiently track and develop a listing of Terracon's tests and observations that are not in compliance with the approved plans and specifications for the project. This deviation log is maintained throughout the project and serves as one point of reference that can be viewed by the project team members to see which items are still unresolved. Maintenance and distribution of a deviation log serves to help address and correct deviations throughout the project.

Each of Terracon's technicians is provided a field laptop and smartphone. With these devices, the technicians can connect to the internet, complete their report in the field electronically and submit it directly to the project manager in the office through CMELMS. Once the report is submitted, it is instantly uploaded to the project manager's dashboard for review. If a deviation is noted within the report, an email notification is automatically sent to the project manager informing him or her of the non-conforming items and that action may be required. Terracon has a company-wide standard utilizing the following reporting goals:

- Formal reports containing deviations or non-conforming items will be submitted within 24 hours of the site visit.
- Formal reports without deviations or non-conforming items will be submitted within 5 business days of the site visit.
- Formal laboratory testing reports will be submitted within 2 business days of the completion of the testing.

Tracking of Non-Conformances for Special Inspection Services

For Special Inspection Services, non-conformance items not resolved by the end of the day will be recorded as being in non-compliance. They will be logged and tracked until cleared. All pertinent parties will be informed of non-compliance at the time it is discovered, and weekly updates will be given until all non-conformance items are cleared.

Reporting

Results of field tests will be submitted verbally to available personnel at the site. Final written summaries of field tests and observations are usually submitted at intervals of approximately twice per week and will include results of laboratory tests.

Safety

Terracon has a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (IIF) is about care and concern for people. It is Terracon's commitment at all levels of the company where safety is held as a core value and an operational priority. Working safely is an inseparable part of working correctly, and just as important as other operational priorities, including quality, profitability and schedule. IIF is Terracon's commitment to people, valued by Terracon for who they are and what they do. IIF is not just something Terracon does; it's in everything Terracon does.

As part of being truly IIF, Terracon will prepare a "Pre-Task Plan" for this project where Terracon will identify the potential site safety and job hazards associated with the site. Terracon's Pre-Task Plan will identify and prepare Terracon's personnel to handle conditions such as traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment.

Working Seamlessly During COVID-19

The current COVID-19 pandemic has created the need for a different type of PPE for Terracon's employees and additional issues to be aware of while working. Terracon has an internal COVID-19 task force which focuses daily on ensuring Terracon is aware of current government requirements and Terracon's teams are working safely under these new guidelines. Terracon's employees have the masks and cleaning supplies needed to

work safely on the site. Terracon also has implemented a questionnaire and temperature monitoring program to screen for possible signs of COVID-19.

Compensation

Based on the scope of services outlined above and discussed, Terracon recommends the following budget allowance for the services outlined above. The budget allowance is based on Terracon's estimated durations as presented on the attached Budget Estimates.

Should additional services or site visits be required that are outside the scope of work and estimated site visits outlined above, they will be performed at the unit rates shown on the Fee Schedule.

The above cost will not be exceeded without prior written approval from the City. If services are requested beyond the above scope of services or if additional site visits are necessary to complete special inspection services, they will be invoiced in accordance with the attached unit rate fee schedule.

For services outside of Terracon's scope and beyond the project duration, overtime is defined as all hours more than eight hours per day, Monday through Friday, hours worked before and after 6:00 am and 6:00 pm and all hours worked on weekends and holidays. Overtime rates will be billed at 1.5 times the hourly rate quoted. The City will be invoiced monthly for services actually performed. Services that are outside the proposed scope of services will be billed at the attached unit rates upon the City's request. An itemized invoice for Terracon's services provided will be sent monthly unless directed otherwise.

TASK 6A – Expenses

Task 6A.01 Expenses

The Engineer will be reimbursed for mileage and meals related to travel between the office and various job sites as described in this scope of work.

TASK 6B – Expenses (Subconsultants)

Task 6B.01 Expenses (Rivers)

Rivers shall be reimbursed for the RCOs' mileage for travel between the office and various job sites at the IRS approved standard mileage rate current at the time of service.

TASK 7 – Unspecified Additional Services

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Unspecified Additional Services." The Engineer will

provide Unspecified Additional Services only upon receipt of written authorization from the City. To the extent possible, the Engineer will notify the City in advance if the need for Unspecified Additional Services is anticipated.

Unspecified Additional Services could include:

- Additional Hourly Services not listed above under “Scope of Services.”
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the City.

Exhibit A, Attachment 2

ADDITIONAL SERVICES

CITY OF GREENVILLE

TASC BUILD GRANT PROJECTS- TASK ORDER #4

November 14th, 2022

ADDITIONAL SERVICES

TASK 7 – Unspecified Additional Services

For budgetary purposes, this task allocates a sum of money that can be designated at a future date to cover Unspecified Additional Services. City approval for the future task and budget will be required.

ADDITIONAL SERVICES

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Unspecified Additional Services." The Engineer will provide Unspecified Additional Services only upon receipt of written authorization from the City. To the extent possible, the Engineer will notify the City in advance if the need for Unspecified Additional Services is anticipated.

Unspecified Additional Services could include:

- Additional Hourly Services not listed above under "Scope of Services."
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the City.

Exhibit A, Attachment 3

**MATERIALS TESTING SERVICES FEE ESTIMATE
CITY OF GREENVILLE
TASC BUILD GRANT PROJECTS- TASK ORDER #4
November 14th, 2022**



BUDGET ESTIMATE
Materials Testing Services
West 5th Street; Projects C, D & E

SERVICES	UNIT RATES			QTY	TOTAL
Soils Construction					
Materials Engineering Inspector					
Proofrolling soil subgrades - Project Engineer	\$ 130.00 per hour	20 visits	4 hours/visit	80	\$10,400.00
Sitework and Utilities, Fill Placement, Density Testing and Sampling	\$ 48.00 per hour	80 visits	4 hours/visit	320	\$15,360.00
Shallow Foundation Evaluation	\$ 48.00 per hour	0 visits	hours/visit	0	\$0.00
Interior Slab Subgrade Observations - Project Engineer	\$ 130.00 per hour	0 visits	hours/visit	0	\$0.00
Soils Standard Proctor Laboratory Testing (ASTM D698)	\$ 125.00 each	20 proctor		1	\$125.00
Nuclear Gauge Rental	\$ 50.00 per day	80 rentals		80	\$4,000.00
				Task Subtotal	\$29,885.00
Concrete Construction					
Materials Engineering Inspector					
Foundation/Slab-on-grade Reinforcing Observations - Project Engineer	\$ 130.00 per hour	0 visits	0 hours/visit	0	\$0.00
New Foundations/Piers, Concrete Testing and Sampling	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
New Slab-on-grade, Concrete Testing and Sampling	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Post Tension Stressing Observations	\$ 75.00 per hour	0 visits	0 hours/visit	0	\$0.00
Concrete Sample Pick Up	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Concrete Compressive Strength	\$ 15.00 per cyl.	0 sets	0 cys./set	0	\$0.00
				Task Subtotal	\$0.00
Reinforced Masonry Construction					
Materials Engineering Inspector					
Field Observations and Mortar Testing and Sampling	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Mortar Compressive Strength Pick Up	\$ 48.00 per hour	0 visit	0 hours/visit	0	\$0.00
Mortar Compressive Strength	\$ 20.00 per cube	0 set	0 cubes/set	0	\$0.00
Field Observations, Rebar Inspection, Grouting Observations	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Field Observations, Rebar Inspection, Grout Testing and Sampling	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Grout Compressive Strength Pick Up	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Grout Compressive Strength	\$ 20.00 per prism	0 sets	0 prisms/set	0	\$0.00
				Task Subtotal	\$0.00
Structural Steel/Wood Construction					
Materials Engineer					
Field Observations and Inspections - CWI	\$ 130.00 per hour	0 visits	0 hours/visit	0	\$0.00
Wood Construction Inspections - PE	\$ 130.00 per hour	0 visits	0 hours/visit	0	\$0.00
				Task Subtotal	\$0.00
Pavements / Miscellaneous Sitework Construction					
Materials Engineering Inspector					
Proofroll Observations - Project Engineer	\$ 130.00 per hour	40 visits	4 hours/visit	160	\$20,800.00
Base Course Field Density Testing, and Sampling	\$ 48.00 per hour	80 visits	4 hours/visit	320	\$15,360.00
Asphalt observations and testing	\$ 52.00 per hour	80 visits	8 hours/visit	640	\$33,280.00
Concrete Field Observations, Concrete Testing and Sampling	\$ 48.00 per hour	80 visits	4 hours/visit	320	\$15,360.00
Concrete Sample Pick Up	\$ 48.00 per hour	80 visits	1 hours/visit	80	\$3,840.00
Concrete Compressive Strength	\$ 15.00 per cyl.	80 sets	5 cys./set	400	\$6,000.00
Base Course Modified Proctor Laboratory Testing (ASTM D1557)	\$ 150.00 each	20 proctor		20	\$3,000.00
Nuclear Gauge Rental	\$ 50.00 per day	80 rentals		80	\$4,000.00
				Task Subtotal	\$101,640.00
Site Visits					
Vehicle Charge (company vehicle & mileage)	\$ - per visit	380 visits	1 roundtrip	380	\$0.00
				Subtotal	\$0.00
Project Administration and Reporting					
Project Manager	\$ 130.00 per hour		95 hours	95	\$12,350.00
Senior Engineer	\$ 165.00 per hour		20 hours	20	\$3,300.00
Administrative Fee, 20% of field staff services	20%		1600 hours		\$15,872.00
				Task Subtotal	\$31,522.00
Total Estimated Fee					\$163,047.00

Note: This worksheet is a cost estimate based upon the above-listed hours, trips, and quantities and is not a guaranteed maximum price. Cost estimates for above mentioned testing were based on project documents, no work schedule was provided.



BUDGET ESTIMATE
 Materials Testing Services
 Greenway Projects A, B, F & G

SERVICES	UNIT RATES			QTY	TOTAL
Soils Construction					
Materials Engineering Inspector					
Proofrolling soil subgrades - Project Engineer	\$ 130.00 per hour	27 visits	4 hours/visit	108	\$14,040.00
Sitework and Utilities, Fill Placement, Density Testing and Sampling	\$ 48.00 per hour	27 visits	4 hours/visit	108	\$5,184.00
Shallow Foundation Evaluation	\$ 48.00 per hour	0 visits	hours/visit	0	\$0.00
Interior Slab Subgrade Observations - Project Engineer	\$ 130.00 per hour	0 visits	hours/visit	0	\$0.00
Soils Standard Proctor Laboratory Testing (ASTM D698)	\$ 125.00 each	5 proctor		1	\$125.00
Nuclear Gauge Rental	\$ 50.00 per day	27 rentals		27	\$1,350.00
				Task Subtotal	\$20,699.00
Concrete Construction					
Materials Engineering Inspector					
Foundation/Timber Pile Installation Observations - Project Engineer	\$ 130.00 per hour	10 visits	10 hours/visit	100	\$13,000.00
New Foundations/Piers, Concrete Testing and Sampling	\$ 48.00 per hour	10 visits	4 hours/visit	40	\$1,920.00
New Slab-on-grade, Concrete Testing and Sampling	\$ 48.00 per hour	10 visits	4 hours/visit	40	\$1,920.00
Post Tension Stressing Observations	\$ 75.00 per hour	0 visits	0 hours/visit	0	\$0.00
Concrete Sample Pick Up	\$ 48.00 per hour	20 visits	1 hours/visit	20	\$960.00
Concrete Compressive Strength	\$ 15.00 per cyl.	20 sets	5 cyts./set	100	\$1,500.00
				Task Subtotal	\$19,300.00
Reinforced Masonry Construction					
Materials Engineering Inspector					
Field Observations and Mortar Testing and Sampling	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Mortar Compressive Strength Pick Up	\$ 48.00 per hour	0 visit	0 hours/visit	0	\$0.00
Mortar Compressive Strength	\$ 20.00 per cube	0 set	0 cubes/set	0	\$0.00
Field Observations, Rebar Inspection, Grouting Observations	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Field Observations, Rebar Inspection, Grout Testing and Sampling	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Grout Compressive Strength Pick Up	\$ 48.00 per hour	0 visits	0 hours/visit	0	\$0.00
Grout Compressive Strength	\$ 20.00 per prism	0 sets	0 prisms/set	0	\$0.00
				Task Subtotal	\$0.00
Structural Steel/Wood Construction					
Materials Engineer					
Field Observations and Inspections - CWI	\$ 130.00 per hour	0 visits	0 hours/visit	0	\$0.00
Wood Construction Inspections - PE	\$ 130.00 per hour	4 visits	6 hours/visit	24	\$3,120.00
				Task Subtotal	\$3,120.00
Pavements / Miscellaneous Sitework Construction					
Materials Engineering Inspector					
Proofroll Observations - Project Engineer	\$ 130.00 per hour	27 visits	4 hours/visit	108	\$14,040.00
Base Course Field Density Testing, and Sampling	\$ 48.00 per hour	10 visits	4 hours/visit	40	\$1,920.00
Asphalt observations and testing	\$ 52.00 per hour	27 visits	8 hours/visit	216	\$11,232.00
Concrete Field Observations, Concrete Testing and Sampling	\$ 48.00 per hour	10 visits	4 hours/visit	40	\$1,920.00
Concrete Sample Pick Up	\$ 48.00 per hour	10 visits	1 hours/visit	10	\$480.00
Concrete Compressive Strength	\$ 15.00 per cyl.	10 sets	5 cyts./set	50	\$750.00
Base Course Modified Proctor Laboratory Testing (ASTM D1557)	\$ 150.00 each	5 proctor		5	\$750.00
Nuclear Gauge Rental	\$ 50.00 per day	37 rentals		37	\$1,850.00
				Task Subtotal	\$32,942.00
Site Visits					
Vehicle Charge (company vehicle & mileage)	\$ - per visit	165 visits	1 roundtrip	165	\$0.00
				Subtotal	\$0.00
Project Administration and Reporting					
Project Manager	\$ 130.00 per hour		40 hours	40	\$5,200.00
Senior Engineer	\$ 165.00 per hour		5 hours	5	\$825.00
Administrative Fee, 20% of field staff services	20%		528 hours		\$5,443.20
				Task Subtotal	\$11,468.20
Total Estimated Fee					\$87,529.20

Note: This worksheet is a cost estimate based upon the above-listed hours, trips, and quantities and is not a guaranteed maximum price. Cost estimates for above mentioned testing were based on project documents, no work schedule was provided.



City of Greenville,
North Carolina

Meeting Date: 04/24/2023

<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: 04/24/2023

Title of Item: Letter of Intent Between the City of Greenville and Capitol Broadcasting, Inc. to Host a Coastal Plain League Baseball Team at Guy Smith Stadium

Explanation: In January of 2023 the City received a letter from Capitol Broadcasting Company, Inc. (CBC) regarding interest in locating a Coastal Plain League baseball team in Greenville to play summer baseball at Guy Smith Stadium. The Coastal Plain League is a collegiate summer baseball league that features top-tier college baseball players from across the country. The League is nationally known not only for its baseball, but also for family-friendly fun that surrounds each of its events. The League's strategic brand is built around providing a gathering place for the whole community to come and enjoy a few hours of entertaining baseball.

The League is owned by CBC, which is an American media company based in Raliegh, North Carolina that operates television stations and radio stations in the Raleigh-Durham and Wilmington areas of North Carolina. CBC is also the owner of the Durham Bulls minor league baseball team.

The League is currently comprised of 14 baseball franchises playing in Georgia, North Carolina, South Carolina and Virginia. In 2022 the League had a total attendance (across all teams) of approximately 528,000 with each team averaging approximately 38,000 for the summer season (approximately 1,300 per game). League players come from various levels with many playing at D1 schools such as East Carolina University, North Carolina State, the University of North Carolina and Duke University. To date, the League has had nearly 1,750 alumni drafted with 159 alums making it into the Major Leagues. Most notable alumni include Justin Verlander, Ryan Zimmerman, Kevin Youkilis, Chris Taylor, Mark Reynolds, Alec Bohm and NFL Super Bowl champion Russell Wilson.

The CBC has proposed to locate a League franchise in Greenville that will be directly owned by the CBC. It is also proposed that the Greenville franchise will play approximately 30-32 summer games at Guy Smith Stadium (Stadium), located at 2113 Myrtle Avenue, starting at the end of May through the early part of August each year. The first season of baseball at the Stadium would be the Summer of 2024.

Over the last couple of months, City staff has been in negotiations with CBC for the development of a nonbinding Letter of Intent (LOI) related to locating a

League franchise in the Greenville market. The LOI outlines the terms of a lease for Stadium use that would be acceptable to both the City and CBC. A copy of the LOI is attached with this agenda item.

The following is a summary of the terms of the LOI as presented to Council for consideration:

- The City shall lease to CBC the use of the Stadium between May 15 and September 30 of each year for a period of ten years beginning May 15, 2024 for the shared use of the Stadium with the City and the Pitt County Babe Ruth League (Babe Ruth). The lease shall include an option to extend the lease for an additional five years at the end of the ten-year period at mutually agreeable terms.
- CBC shall lease the Stadium from the City at an initial annual rent rate of \$30,000, payable in full on May 15 of each year during the term of the lease. After the initial year, the lease rate shall increase two percent (2%) each year for the remaining term of the lease.
- CBC shall have the exclusive rights to set ticket, food and beverage, retail, and parking prices, as it deems appropriate, for all of its events, including CBC home games and shall be entitled to receive and retain all revenues from ticket, food and beverage, retail, and parking sales.
- CBC shall have the exclusive right to sell sponsorships and shall be entitled to receive and retain all revenues from such sales.
- CBC shall have the right to make future, minor alterations to the Stadium at its own expense with the written, preapproval of the City. All alterations and improvements made by CBC shall become the property of the City upon termination or expiration of the lease.
- The City shall be responsible for the ongoing, routine maintenance and upkeep of the Stadium.
- CBC shall be responsible for full financial restitution of damages to the Stadium caused by intentional or negligent acts by CBC.
- CBC shall provide security at the Stadium for all events and activities held or promoted by CBC including CBC home games.
- CBC shall be responsible for the operation of the scoreboard and public address system for all games, events or activities held or promoted by CBC at the Stadium.
- The City shall be responsible for the payment of all utilities furnished to the Stadium and used by CBC for all games, events or activities held at the Stadium.
- CBC shall be responsible for clean-up of concession stands, merchandise

sale areas, locker rooms, public address booth and any other areas of the Stadium utilized by CBC during games, events or activities.

- The City shall be responsible for the clean-up of the fan-facing areas of the Stadium after CBC games, events or activities held or promoted by CBC at the Stadium.
- CBC, or its assigns, shall have the right to sell concessions for CBC games, events or activities held or promoted by CBC at the Stadium.
- CBC shall obtain an alcoholic beverage license from the State of North Carolina ABC Commissioner in order to sell and consume malt beverages, wine, fortified wine or alcohol at the Stadium during games, non-youth events or non-youth activities held or promoted by the League at the Stadium.
- Alcoholic beverages shall not be allowed to be sold or consumed at youth events or activities held or promoted by the League at the Stadium. Youth events and youth activities shall be defined as events or activities intended for youth ages seventeen (17) and under.
- The League understands and recognizes the importance of teaching the love of baseball to youth, specifically the youth that live in the community that surrounds the Stadium. Therefore, the LOI states that the League, in partnership with the City, shall strive to provide one baseball day camp per year, operated with coaches and players of the Greenville League franchise, for the benefit of youth within the West Greenville community. The baseball camp will be structured around skill development, character building and the love of baseball.
- The League also understands and recognizes the importance of the Babe Ruth program and that the Stadium has historically been, and will continue to be, Babe Ruth's primary playing field. In recognition of this, the League has committed to working in partnership with Babe Ruth to coordinate the schedules of baseball games of both the League and Babe Ruth so as to provide for the shared use of the Stadium and athletic baseball field. The LOI states that the League shall make all necessary efforts to work with and around Babe Ruth's schedule, as feasibly possible, to ensure Babe Ruth's continued use of the Stadium as its primary playing field.
- During each year of the term of the Lease, the League shall officially offer at least two (2) current collegiate baseball players that previously participated in the Pitt County Babe Ruth program a spot on the Greenville League team's official roster for the summer season.
- Each year the CBC and Babe Ruth shall work together to carry out at least one fundraiser for the Babe Ruth program.

Upon Council's adoption of the LOI, the City and CBC shall move forward with

the preparation of a formal lease agreement for the use of the Stadium for League summer baseball games.

Fiscal Note:

CBC shall lease the Stadium from the City at an initial annual rent rate of \$30,000, payable in full on May 15 of each year during the term of the Lease. After the initial year, the lease rate shall increase two percent (2%) each year for the remaining term of the Lease.

CBC shall initially commit to fund \$500,000 in improvements and renovations to the Stadium. As a match to CBC's contribution, the City shall fund an additional \$500,000 in improvements and renovations to the Stadium. The City's contribution of \$500,000 shall be funded through the CVA Capital Fund. The initial improvements and renovations funded in partnership between the City and CBC shall be completed prior to April 1, 2024.

The City and CBC shall work in partnership to determine the actual improvements and renovations to be initially made to the Stadium, including but not limited to increasing the capacity of the Stadium to a minimum of 1,500. The current capacity of the Stadium stands at approximately 1,000.

Recommendation:

Council to Consider for Approval the Letter of Intent Between the City of Greenville and Capitol Broadcasting, Inc. to Host a Coastal Plain League Baseball Team at Guy Smith Stadium

ATTACHMENTS

-  [CBC LOI Council 4-24.docx](#)
-  [Greenville CPL Partnership.pdf](#)



April 24, 2023

Mr. Michael J. Goodman
Executive Vice President
Capitol Broadcasting Company, Inc.

Dear Mr. Goodman:

Thank you for Capitol Broadcasting Company, Inc.'s (the "Capitol") interest in potentially housing a Coastal Plain League (the "League") baseball team at Guy Smith Stadium (the "Stadium") here in Greenville, North Carolina. The City of Greenville (the "City") is interested in exploring further with you an arrangement for Capitol to work with the City on this exciting opportunity.

To this end, please consider this nonbinding Letter Of Intent (the "LOI"). This LOI outlines certain terms for this arrangement, which would be necessary to the City in order to continue further discussions between the City and Capitol. As stated, this LOI would be nonbinding, and any contractual terms derived from this LOI would be set forth in other documents (the "Definitive Documents") between the City and Capitol. However, for the sake of reaching a consensus in the most expeditious way possible, it is very important that the City and Capitol have an understanding as to the basic terms of this arrangement. So if Capitol does not agree with any of the following terms or needs to add any additional terms, please provide preferred language. Once we have agreed upon and executed the basic terms of this LOI, we will move forward with the preparation of the Definitive Documents.

The terms that the City believes will work best for the project are as follows:

1. The City and Capitol will enter into a lease agreement (the "Lease") for the use of the Stadium by Capitol for the operation of a League baseball team and for Capitol's hosting of other community special events.
 - a. Per the Lease, Capitol shall lease the Stadium between May 15 and September 30 of each year for a period of ten years beginning May 15, 2024 (the "Effective Date") for the shared use of the Stadium with the City and the Pitt County Babe Ruth League (the "Babe Ruth"). The Lease shall include an option to extend the Lease for an additional five years at the end of the ten-year period at mutually agreeable terms.

- b. The Stadium, which is shown in Exhibit A, shall be defined to include the playing field, stadium seating, concession areas, outfield fencing, bathrooms, press box, dugout areas, stadium lighting, scoreboard and all other common use areas within the campus of the Stadium.
 - c. The Lease shall provide that Capitol will have access to the City-owned parking areas around the Stadium during the Lease period.
 - d. Capitol shall lease the Stadium from the City at an initial annual rent rate of \$30,000, payable in full on May 15 of each year during the term of the Lease. After the initial year, the lease rate shall increase two percent (2%) each year for the remaining term of the Lease.
2. Capitol shall have the exclusive rights to set ticket, food and beverage, retail, and parking prices, as it deems appropriate, for all of its events, including Capitol's home games, and shall be entitled to receive and retain all revenues from ticket, food and beverage, retail, and parking sales. Capitol shall have the exclusive right to sell sponsorships and shall be entitled to receive and retain all revenues from such sales.
 - a. Capitol shall not charge a parking fee to patrons of Babe Ruth games and activities that are being held on the "prep" baseball field that is contiguous with the Stadium during times where League games and other Capitol activities and events and Babe Ruth games and activities are being held simultaneously.
 3. For the purpose of enhancing each attendee's game-day experience at the Stadium, Capitol shall initially commit to fund \$500,000 in improvements and renovations to the Stadium (the "Capitol's Contribution"). As a match to Capitol's Contribution, the City shall fund an additional \$500,000 in improvements and renovations to the Stadium from the Convention & Visitors Authority Capital Fund.
 - a. The City and Capitol shall work in partnership to determine the actual improvements and renovations to be initially made to the Stadium, including but not limited to increasing the capacity of the Stadium to a minimum of 1,500. The improvements and renovations to the Stadium shall not be made without the mutual agreement of the City and Capitol.
 - b. As owner of the Stadium, the City shall be responsible for the contracted design and construction of all initial improvements to the Stadium, unless otherwise agreed to by the City and Capitol.
 - c. The initial improvements and renovations funded in partnership between the City and Capitol shall be completed prior to April 1, 2024.

- d. Unless otherwise agreed to by the City and Capitol during the initial capital improvements period, Capitol shall make payment of its capital contribution to the City as follows:
 - i. Capitol shall pay 50% (i.e. \$250,000) of Capitol's Contribution to the City within thirty (30) days of the issuance of the building permit for the mutually agreed to Stadium improvements and renovations.
 - ii. Capitol shall pay the remaining 50% (i.e. \$250,000) of Capitol's Contribution to the City within thirty (30) days of the issuance of the Certificate of Occupancy for the completion of the mutually agreed to Stadium improvements and renovations.
 - e. The City and Capitol shall work collectively to seek out and apply for applicable State, Federal or private funding to supplement the City's and Capitol's financial commitment for improvements to the Stadium.
 - i. Stadium improvements funded with any supplemental State, Federal or private funding shall be mutually agreed to by the City and Capitol as long as such agreement is allowable per any State, Federal or private restrictions required for the use of such funding.
 - f. The initial improvements and renovations funded in partnership between the City and Capitol shall be solely owned by the City.
4. Capitol shall have the right to make future, minor alterations to the Stadium at its own expense with the written, preapproval of the City. All alterations and improvements made by Capitol shall become the property of the City upon termination or expiration of the Lease.
 5. The City shall have the right to make future improvements and renovations to the Stadium, at its own expense, without the consent of Capitol, so long as such improvements do not negatively affect Capitol's operations.
 6. Capitol understands and recognizes the importance of teaching the love of baseball to youth, specifically the youth that live in the community that surrounds the Stadium. Therefore, Capitol, in partnership with the City, shall strive to provide one baseball day camp per year, operated with coaches and players of the Greenville League franchise, for the benefit of youth within the West Greenville community. The baseball camp will be structured around skill development, character building and the love of baseball.
 7. Capitol understands and recognizes the importance of the Babe Ruth program to the Greenville community and the overwhelming impact the program has had on lives of local youth. Capitol also understands that the Stadium has historically been the Babe Ruth program's primary playing field and that the Stadium shall continue both during and beyond the term of the Lease to be Babe Ruth's primary playing field.

Therefore, during the term of the Lease, Capitol shall be a community partner of the Babe Ruth program and support the continued growth and importance of youth baseball in the Greenville community. In recognition of this partnership, Capitol shall commit to the following during the term of the Lease between Capitol and the City:

- a. Capitol shall work in partnership with Babe Ruth to coordinate the schedules of baseball games of both Capitol and Babe Ruth so as to provide for the shared use of the Stadium complex and athletic baseball field.
 - i. Capitol shall submit a draft schedule for the upcoming baseball season to the City and Babe Ruth for review no later than October 1st.
 - ii. The City and Babe Ruth shall review the draft schedule and submit comments back to Capitol no later than October 15th.
 - iii. Based on Capitol's draft schedule and Babe Ruth's review of the schedule, Capitol shall make all necessary efforts to work with and around Babe Ruth's schedule, as feasibly possible, to ensure Babe Ruth's continued use of the Stadium as its primary playing field.
- b. During each year of the term of the Lease, Capitol and Babe Ruth shall work in partnership to coordinate and carry out at least one fundraiser event or program for the sole benefit of Babe Ruth.
 - i. Capitol and Babe Ruth shall coordinate the planning and development of the fundraiser event or program.
 - ii. The net proceeds from the fundraiser event or program shall be deposited with Babe Ruth, and the proceeds shall be used for the direct benefit of the Babe Ruth program and its athletes.
- c. Capitol will provide up to five (5) free spots for Babe Ruth players to participate in any baseball camps sanctioned by Capitol and will make reasonable efforts to have players and/or coaches attend some Babe Ruth games to offer coaching and/or mentorship.
- d. During each year of the term of the Lease, Capitol shall officially offer at least two (2) current collegiate baseball players that previously participated in the Pitt County Babe Ruth program a spot on the Greenville League team's official roster for the summer season.
 - i. For each year of the Lease, this term shall only apply if there are two (2) or more collegiate baseball players that previously participated in the Pitt County Babe Ruth

program from which to offer a spot on the Greenville League team's official roster for the summer season.

- ii. Each year, the City shall be responsible for submitting to Capitol a list of all baseball players known by the City that are actively listed on the official roster of a collegiate baseball team and that previously participated in the Babe Ruth program. Each year, the City shall submit the list to Capitol no later than the date specified by Capitol.
8. Outside the annual May 15 to September 30 Lease timeframe, Capitol shall work in partnership with the City to reserve the use of the Stadium for Capitol-sponsored events or activities to be held at the Stadium. Capitol shall have first right to reserve use of the Stadium for Capitol-sponsored events or activities on dates and times that the Stadium has not been previously reserved by the City or Babe Ruth for City-sponsored events or activities.
9. The City shall be responsible for the ongoing, routine maintenance and upkeep of the Stadium.
 - a. Ongoing, routine maintenance shall include, but not be limited to, maintenance of electrical, HVAC, audio and video systems, plumbing, stadium fencing, railing, seating, and netting.
 - b. The City shall make such repairs and provide such maintenance within a reasonable time so as to minimize any operational impact on Capitol's use of the Stadium.
10. Capitol shall be responsible for full financial restitution of damages to the Stadium caused by intentional or negligent acts by Capitol.
 - a. Damages shall include, but not be limited to, structural and/or operational damage to the Stadium or to any fixtures, appliances, furniture, lockers, or other appurtenances thereto caused by intentional or negligent acts by Capitol or its agents, employees, contractors, home/visiting teams or other invitees of Capitol.
 - b. The City shall provide for the repair of such damages caused by intentional or negligent acts by Capitol. The City reserves the right to provide for such repair with the use of City staff or contracted repair services.
 - c. Capitol shall reimburse the City the full cost incurred by the City to repair such damages caused by intentional or negligent acts by Capitol. Capitol shall reimburse the City the full cost within thirty (30) days of receipt of the invoice from the City detailing the full cost incurred by the City for such repair.
11. Capitol shall provide security at the Stadium for all events and activities held or promoted by Capitol including Capitol's home games.

- a. Capitol shall provide a level of staffed security that is consistent with other League teams' best practices and League requirements.
 - b. Capitol shall provide traffic control for all games, events or activities held or promoted by Capitol at the Stadium as necessary.
12. The City shall be responsible for the payment of all utilities furnished to the Stadium and used by Capitol for all games, events or activities held at the Stadium.
13. The City shall provide the staff, supplies and equipment required to maintain the playing field for Capitol home games in accordance with League standards at no additional cost to Capitol.
 - a. The City shall be responsible for maintaining and preparing the field immediately prior to Capitol's home games including lining the basepaths, preparing the pitching and hitting areas and preparing the batting cages.
 - b. Capitol shall have no obligation to assist the City with game day preparations or post game routine field maintenance.
14. Other specific, extraordinary field improvements requested by Capitol shall be approved by the City in advance and funded at the sole expense of Capitol. Such specific, extraordinary field improvements shall include a new mound, replacement of sod, and other such improvements which would be deemed outside of ordinary maintenance.
 - a. The City shall be responsible for the repair of damages caused by non-Capitol use of the Stadium that are deemed necessary by Capitol for the continued use of the Stadium for League games and other Capitol events or activities.
15. Capitol shall be responsible for the operation of the scoreboard and public address system for all games, events or activities held or promoted by Capitol at the Stadium. Capitol shall be responsible for the cost of repairing damage to the scoreboard and public address system resulting from intentional or negligent acts by Capitol or its agents or employees.
16. The City shall be responsible for the clean-up of the fan-facing areas of the Stadium after League games and other Capitol events or activities held or promoted by Capitol at the Stadium. Fan-facing areas shall be defined as all areas whereby attendees are allowed to stand or sit in order to view or participate in League games and other Capitol events or activities.
 - a. Capitol shall be responsible for clean-up of concession stands, merchandise sale areas, locker rooms, public address booth and any other areas of the Stadium utilized by Capitol during Capitol's games, events or activities.

- b. The City shall employ staff to clean the fan-facing areas of the Stadium immediately after Capitol's games, events or activities.
- c. The City agrees to make available to Capitol the City's cleaning equipment including blowers, mops, scrubber and any other equipment needed for cleaning. However, the City shall in no way be obligated to purchase such equipment for use by Capitol for cleaning purposes. Capitol shall be responsible for any repairs or damage to the City's cleaning equipment caused by intentional or negligent acts by Capitol.
- d. The City shall provide sufficient receptacles for the disposal of solid waste which will be utilized by Capitol to discard garbage collected from its operation of the Stadium.
 - i. All refuse generated at any game, event or activity promoted by Capitol at the Stadium shall be placed in the receptacles no later than 4:00 a.m. the following day. Capitol and the City shall individually be responsible for placement of refuse within the receptacles for each of their respective areas of responsibility.
 - ii. The City shall assure solid waste is removed as often as may be necessary to prevent excessive accumulation of trash or sanitation hazards.

17. The City shall maintain the public restrooms in a clean and attractive condition at all times.

- a. The City shall provide all sanitation and janitorial supplies necessary to stock the restrooms at all times.

18. Capitol, or its assigns, shall have the right to sell concessions for all League games and other Capitol events or activities held or promoted by Capitol at the Stadium. Capitol shall also have the right of first refusal to sell concessions for all other events, excluding Babe Ruth and J.H. Rose High School sponsored and/or organized games and events, held at the Stadium and shall be entitled to receive and retain all revenues from such sales.

- a. Concession sales shall include, but may not be limited to, food, drinks, alcoholic beverages, souvenirs and merchandise, including t-shirts and ball caps.
- b. Concessions may be sold or distributed from fixed locations, such as a gift booth or concession stand, or mobile locations.
- c. Capitol shall have the right to utilize the existing concession stand(s) located in the Stadium for the provision of concession sales.

- i. The existing concession stand(s) shall be shared between Capitol, the City and Babe Ruth. The City, Capitol and Babe Ruth shall work together to develop a plan to effectively share the existing concession stand(s), including storage areas.
 - ii. Capitol shall be responsible for stocking the existing concession stand(s) with concessions to be sold during League games and other Capitol events or activities.
 - iii. The City or Babe Ruth shall be responsible for stocking the existing concession stand(s) with concessions to be sold during City or Babe Ruth games, events or activities.
19. Capitol shall obtain an alcoholic beverage license from the State of North Carolina ABC Commissioner in order to sell and consume malt beverages, wine, fortified wine or alcohol at the Stadium during games, non-youth events or non-youth activities held or promoted by Capitol at the Stadium.
 - a. The sale and consumption of alcoholic beverages shall be governed and regulated by the City's Code of Ordinances and the laws of North Carolina.
 - b. Alcoholic beverages shall not be allowed to be sold or consumed at youth events or activities held or promoted by Capitol at the Stadium. Youth events and youth activities shall be defined as events or activities intended for youth ages seventeen (17) and under.
20. During the duration of the Lease, and any renewal thereof, Capitol shall maintain, at its own expense, insurance, as specified below, for the protection of Capitol, the City, its officers and employees, on a primary basis, from any claim, damage, liability, loss or expense to person(s) or property caused by, resulting from, arising out of or in conjunction with the duties and obligations of Capitol pursuant to the Lease.
 - a. Commercial General Liability insurance with limits not less than \$1,000,000 per each occurrence and \$3,000,000 in the aggregate. Such insurance shall include coverage for the contractual liability (applying to the terms and conditions of the Lease), products-completed operations liability, personal injury liability, advertising injury liability, contingent liquor liability, property damage liability and bodily injury liability (including death).
 - b. Workers' Compensation insurance with statutory limits as required by the State of North Carolina covering all of Capitol's personnel engaged in performing the duties and obligations of Capitol pursuant to the Lease. Such insurance shall also include Employer's Liability coverage with limits not less than \$1,000,000 each occurrence or statutory limits, whichever is higher.

- c. Property insurance covering loss or damage to the personal property of the City located at the Stadium. Said insurance shall provide coverage in the amount of the full replacement cost thereof and shall insure against perils on an "all risk basis."
- d. Commercial Automobile Liability shall not be less than \$1,000,000 combined single limit.
- e. Liquor Liability insurance coverage with not less than \$1,000,000 of liability coverage.

All insurance policies or endorsements thereto required of Capitol covering the Stadium including, but not limited to, contents, fire and casualty insurance, shall include provisions expressly waiving any right of subrogation on the part of the insurer against the City, its agents and employees.

The City shall be named as an additional insured on the insurance policies obtained by Capitol.

All insurances shall be primary and non-contributory, written by insurance companies qualified to do business in the State of North Carolina with an A.M. Best rating acceptable to the City. Such insurance policies shall provide that coverage thereunder may not be materially changed, reduced, or cancelled during the term of the Lease.

Capitol shall bear all costs of all deductibles and shall remain solely and fully liable for the full amount of any claim, damage, loss or expense caused by, resulting from, arising out of or in conjunction with the duties and obligations of Capitol pursuant to the Lease that are not compensated by insurance.

Upon execution of the Lease, Capitol shall furnish the City with certificate(s) of insurance certifying that the appropriate insurance coverages are in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above. Capitol agrees to furnish to the City renewal insurance certificates throughout the term of the Lease.

- 21. To the maximum extent allowed by law, Capitol hereby agrees to indemnify, protect and save the City and their officers, council members, directors, employees, and agents (each, an "Indemnified Party," and collectively, the "Indemnified Parties"), harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees (collectively, "Indemnified Losses"), arising out of, connected with, or resulting directly or indirectly from the Lease or the transactions contemplated by or relating to the Lease, without limitation, provided that no indemnification is provided by Capitol for Indemnified Losses to the extent they are caused by the intentional act or negligence of any Indemnified Party. The indemnification arising under this Article shall survive the Agreement's termination.
- 22. Capitol shall have the right to terminate the Lease by giving the City a six (6) month written notice that the League has disbanded or suspended operations or that Capitol will not field a

team at the Stadium during the coming season. Upon Capitol's termination of the Lease, any and all Stadium improvements funded in whole or in part by Capitol shall become the property of the City. In addition, Capitol shall not be entitled to reimbursement of any Capitol funds previously utilized to fund, in whole or in part, any Stadium improvements.

23. The City shall have the right to terminate the Lease by giving Capitol a twenty-four (24) month written notice of its intent to terminate the Lease. Upon the City's termination of the Lease, any and all Stadium improvements funded in whole or in part by Capitol shall become the property of the City.
- a. If the City terminates the Lease prior to the date that is seven (7) years from the Effective Date of the Lease, the City shall reimburse Capitol a pro rata amount of Capitol's Contribution.
 - b. If the City terminates the Lease after the date that is seven (7) years from the Effective Date of the Lease, Capitol shall not be entitled to reimbursement from the City of a pro rata amount of Capitol's Contribution.

If the above terms are acceptable, please sign below where indicated. We are excited about the opportunity to move forward with you to develop the Definitive Documents and to make this project become a reality.

Sincerely,

Ann Wall, City Manager
City of Greenville, NC

The above terms of this LOI are accepted, subject to the agreement of the terms as to all Definitive Documents.

Signature

Date

Mr. Michael J. Goodman
Executive Vice President, Capitol Broadcasting Company, Inc.

EXHIBIT A
GUY SMITH STADIUM





COASTAL PLAIN LEAGUE

January 31, 2023
Ms. Ann E. Wall, City Manager
City of Greenville
200 West Fifth Street
Greenville, NC 27834

RE: Coastal Plain League (“CPL”) team @ Guy Smith Stadium

Dear Ann,

The history of baseball in Greenville is a storied one. From the Greenville Tobacconists to the Greenville Greenies, to today’s passionate fanbase of the ECU Pirates. Baseball has been part of the fabric of the city. Much of that history originated at Guy Smith Stadium. Ballparks like Guy Smith rarely exist anymore as Minor League teams moved to bigger markets with bigger stadiums. It is important to preserve these historical ballparks and provide a place for families and friends to come together as a community and rally around their local team.

In October of 2022, Capitol Broadcasting Company (CBC), more importantly, the Goodmon family purchased the Coastal Plain League (CPL), which is a collegiate summer league, featuring top-tier college players from across the country. While this is not the same Coastal Plain League the Greenville Greenies joined in 1934, the brand is just as strong today as it was back then. As it turns out, Ray Goodmon (Jim Goodmon’s step-grandfather) was President of the CPL from 1939-1952, so the legacy of Greenville and the Goodmon’s has been intertwined for decades.

That takes us to 2024 where we hope to be celebrating an Opening Day at Guy Smith Stadium in late May with an expansion team in the CPL. The team would play approximately twenty-four (24) regular season home games in June, July and early August offering a new, high profile summer activity to the community. Additionally, we would plan to program additional games and baseball related events throughout the year as we have with the Holly Springs Salamanders, which is also owned by Capitol Broadcasting Company.

Critical to the teams’ success, will be the final renovations of the facility. In general, flexibility will be key to the facility’s long-term maximization. It could easily host non-baseball events which bring the community together. Non-baseball activity is key to generating direct visitor spending that can add significant additional financial benefits for the community.

Our interest in operating a CPL team and related facility remains strong and our confidence in the market even stronger. We are committed to invest alongside you as partners to make a project like this a reality as there will be significant costs in securing a team and activating within the facility. We look forward to working with you and your team to prioritize facility improvements, maintenance and working on a long-term



COASTAL PLAIN LEAGUE

lease so we can bring back high level baseball to Guy Smith Stadium. We are thrilled to be able to discuss it and be considered as a partner for your community. Please review the following deck and we are excited to hear next steps.

Sincerely,

Mike Birling
VP Baseball - CBC



City of Greenville, North Carolina

Meeting Date: 04/24/2023

Title of Item: Fiscal Year 2022-23 Third Quarter General Fund Financial Update and Preview of the City of Greenville Fiscal Year 2023-24 Proposed Budget

Explanation: With the third quarter of Fiscal Year 2022-23 complete, staff will present a financial update and year-end projection for the City of Greenville. This update will include General Fund actual revenues and expenses for Fiscal Year 2022-23 through March 31, 2023, and year-end expense and revenue projections.

As provided in the Council-adopted budget schedule, staff will also present a preview of the City's 2023-24 proposed General Fund budget. This presentation will highlight budgetary issues, such as major revenue and expense items, impacting the General Fund budget for the 2023-24 fiscal year.

A balanced budget for Fiscal Year 2023-24 will be distributed to the City Council on May 8, 2023, and presented at the May 8, 2023, City Council meeting. Section 160A-148(5) of the North Carolina General Statutes requires the City Council to adopt a balanced budget before July 1. A public hearing on the proposed 2023-24 budget will be held on June 5, 2023, with City Council adoption scheduled for the June 8, 2023 City Council meeting.

Fiscal Note: Staff will present a summary of projected General Fund revenues and expenses for Fiscal Year 2022-23, as well a preview of the Fiscal Year 2023-24 budget.

Recommendation: Receive the third quarter General Fund financial update and preview of the FY 2023-24 proposed budget.
