



Agenda

Greenville City Council

September 11, 2023

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Council Member Will Bell

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Recognition by US Department of Homeland Security and NC Department of Public Safety-Division of Emergency Management for the City of Greenville's 2 Class Improvement in the Community Rating System (CRS)

VII. 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.

VIII. Consent Agenda

2. Resolution Accepting Dedication of Rights-of-Way and Easements for Abigail Trails, Phase 1
3. Resolution Accepting Dedication of Rights-of-Way and Easements for Brighton Place, Section 3, Phase 3
4. Resolution Accepting Dedication of Rights-of-Way and Easements for Stonehaven II at Landover
5. 2023-24 Downtown Greenville Partnership Contract for Services
6. Resolution Approving an Interagency Fire/Rescue Mutual Aid Agreement with the City of New Bern
7. Approval for Fire/Rescue Department to Purchase 30 Self-Contained Breathing Apparatus (SCBA) Units
8. Approval to Purchase Server Infrastructure Refresh
9. Resolution Declaring 21 Vehicles and Equipment as Surplus and Authorization to Purchase 21 Replacement Vehicles and Equipment for Various City Departments
10. HH Architecture Energy Tax Allocation Request for Improvements Completed at Eppes Recreation Center
11. Various tax refunds greater than \$100

IX. New Business

12. Annual Board & Commission Presentations - Firefighters' Relief Fund Committee, Greenville Housing Authority
13. Interlocal Agreement Between the City of Greenville and Pitt County for Use of Pitt County's Public Safety Radio System
14. Contract award to Bill Clark Homes of Greenville LLC for construction of six (6) Affordable Homes in the Lincoln Park Neighborhood
15. Budget Ordinance Amendment #2 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), and the Donations Fund (Ordinance #18-062)

- X. Review of September 14, 2023 City Council Agenda**
- XI. City Manager's Report**
- XII. Comments from Mayor and City Council**
- XIII. Adjournment**



City of Greenville, North Carolina

Meeting Date: 09/11/2023

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- Title of Item:** Resolution Accepting Dedication of Rights-of-Way and Easements for Abigail Trails, Phase 1
- Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Abigail Trails, Phase 1 (Map Book 90 at Pages 81-82). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2023-2024 budget.
- Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Abigail Trails, Phase 1
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ATTACHMENTS

- [Resolution for Abigail Trails Ph 1.pdf](#)
- [Abigail Trails Phase 1 Final Plat.pdf](#)

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

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

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

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

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

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

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

Abigail Trails, Phase 1

Map Book 90 at Pages 81-82

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

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

Adopted the 11th day of September, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 11th day of September, 2023.

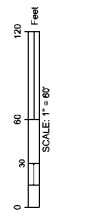
Notary Public

My Commission Expires:

SITE DATA	
NUMBER OF LOT CREATED.....	57
TOTAL AREA IN TRACT.....	12.2277 AC
AREA IN COMMON AREA.....	3.3679 AC
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....	0

Doc ID: 016995150002 Type: GPF
 File Name: 842_20_Fairp_2 of 2
 File Size: 111 KB
 Date: 11/11/2023 10:51 AM
 User: jgibson
 License: REG OF DEEDS
 BR 90 #81-82

- NOTES:**
1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE LOCATION OF THE LINES. THE LINES ARE NOT TO BE CONSIDERED EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM NUMBER 3720466001, EFFECTIVE DATE 07/07/2014
 4. IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED.
 5. NO PERMANENT STRUCTURES (INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS), SHALL BE CONSTRUCTED WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
 6. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPOINTMENTS THEREON, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, UTILITY STRUCTURES, LIGHT FIXTURES, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENDOURCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 7. TEMPORARY TURN-AROUND EASEMENT PENDING DEDICATION OF FUTURE PUBLIC STREET RIGHT OF WAY.
 8. COMMON AREA/OPEN SPACE/Private DRAINAGE EASEMENTS TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION. DOCUMENTS RECORDED IN DEED BOOK _____ PAGE _____
 9. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. DISTANCES TO CORNERS ARE MEASURED TO THE CORNER OR TO THE MONUMENTS AND TO SOUTHWEST PROPERTY CORNER OF LOT 60.



MAP FOR RECORD
ABIGAIL TRAILS, PHASE 1 - DUPLEXES
 REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 4124, PAGE 717 AND DEED BOOK 4269, PAGE 361 OF THE PITT COUNTY REGISTRY
 GREENVILLE ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA
 OWNER: ABIGAIL TRAILS, LLC CARL W. BLACKWOOD
 ADDRESS: C/O GINA GLICK 314 PINWOOD RD GREENVILLE, NC 27858 (252) 531-2054
 PHONE: 1009 RED BANKS RD GREENVILLE, NC 27858 (804) 556-1952
 STRUDD ENGINEERING, P.A.
 1018 SHAWNEE STREET, GREENVILLE, NC 27858 (252) 796-9352 LICENSE NO. C-067
 SURVEYED: BGRF APPROVED: DTB
 DRAWN: DMJDJ DATE: 2/14/23
 CHECKED: DTB SCALE: 1" = 60'

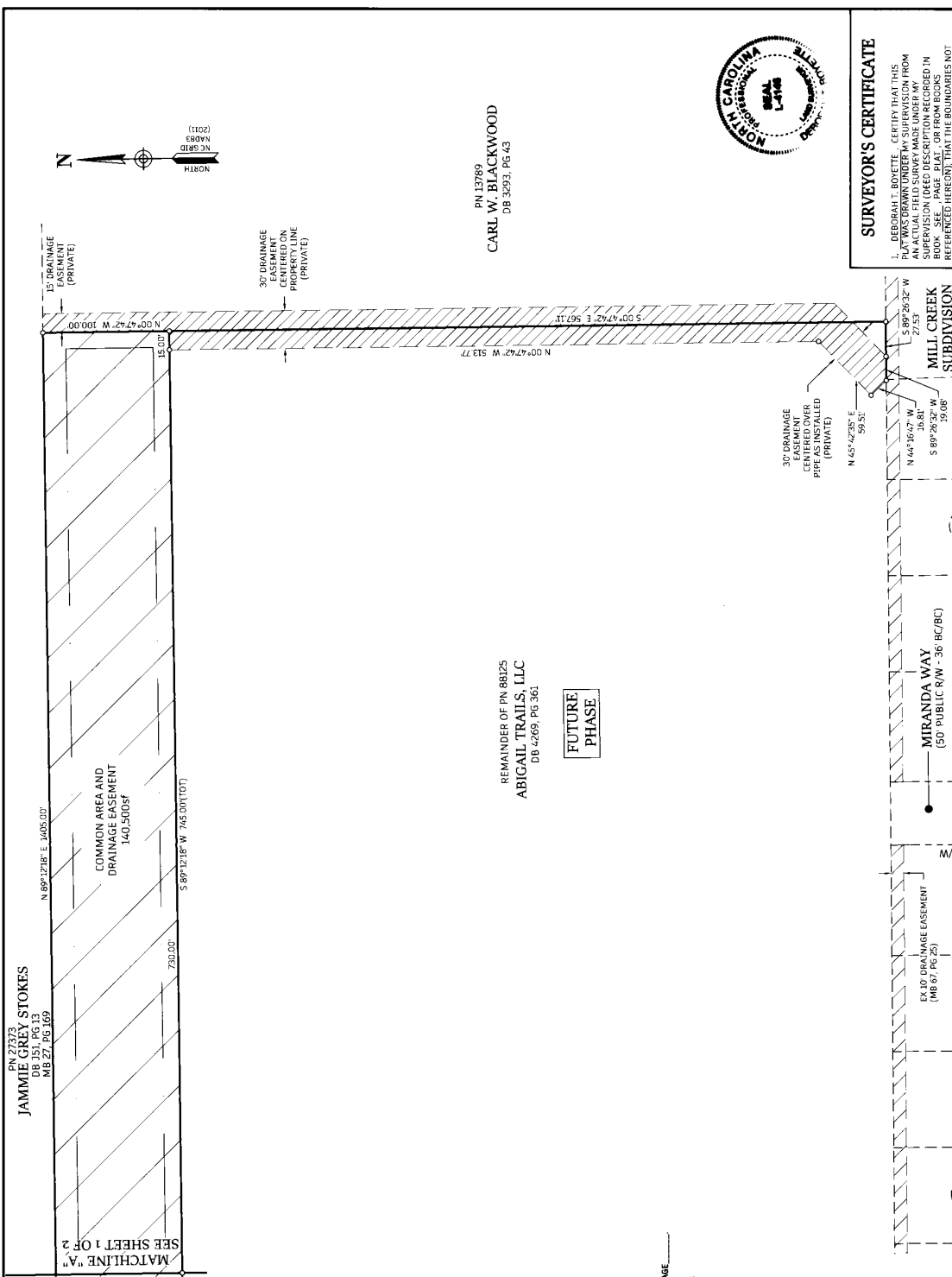
SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS/ARE:
 DEED BOOK 4324 PAGE 31
 DEED BOOK 4269 PAGE 361
 DEED BOOK _____ PAGE _____
 Witnessed by *Gina Glick*
 N.C. LICENSE NO. 1-5516

OWNER STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION WAS MADE AT THE REQUEST OF:
Gina Glick
 OWNER
 Carl W. Blackwood
 OWNER
 Sworn and subscribed to before me this 17th day of April 2023.
Gina Glick
 Notary Public, My Commission Expires on _____

APPROVAL
 THIS FINAL PLAT WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE ON THE 16th DAY OF April 2023.
Carl W. Blackwood
 SIGNED
 City Planner

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS BEING A DEDICATION OF PUBLIC USE AND HEREBY DEDICATES TO PUBLIC USE STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER. ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
Carl W. Blackwood
 OWNER
Carl W. Blackwood
 OWNER
 ATTEST: *Janice A. Shaw*

SURVEYOR'S CERTIFICATE
 I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY PERSONAL SUPERVISION AND THAT THE PLAT IS ACCURATE AND CORRECT IN ALL RESPECTS. THE PLAT IS IN ACCORDANCE WITH THE PITT COUNTY REGISTRY AND THE PITT COUNTY DEED BOOK 4124, PAGE 717 AND DEED BOOK 4269, PAGE 361. THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:33,296. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(D) THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 14th DAY OF APRIL 2023.
 SIGNED: *Deborah T. Boyette*
 PROFESSIONAL LAND SURVEYOR T-15516
 REVIEW OFFICER'S CERTIFICATE
 REVIEWED BY: *Carl W. Blackwood*
 REVIEWED MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEWED BY: *Carl W. Blackwood*
 DATE: 4/18/2023



JAMMIE GREY STOKES
 PN 23373
 DB 251, PG 13
 MB 27, PG 169
 COMMON AREA AND DRAINAGE EASEMENT 140,500 SF
 MATCHLINE "A" OF 2
 730.00
 5 897'12" W 745'00" (107)
 15.00'
 15' DRAINAGE EASEMENT (PRIVATE)
 30' DRAINAGE EASEMENT CENTERED ON PROPERTY LINE (PRIVATE)
 30' DRAINAGE EASEMENT CENTERED OVER PIPE INSTALLED (PRIVATE)
 59.51'
 N 45°42'35" E
 16.81'
 N 44°30'42" W
 5 897'26.32" W 27.53'
 19.08'
 5 897'26.32" W
 MILL CREEK SUBDIVISION PHASE 2 MB 85, PG 9 (127)
 37
 36
 35
 34
 33
 32
 31
 30
 REMAINDER OF PN 88125
 ABIGAIL TRAILS, LLC
 DB 4269, PG 361
 FUTURE PHASE
 PN 13789
 CARL W. BLACKWOOD
 DB 3293, PG 43
 NORTH CAROLINA
 DEED BOOK
 4124
 PAGE 717
 DEED BOOK
 4269
 PAGE 361



City of Greenville, North Carolina

Meeting Date: 09/11/2023

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- Title of Item:** Resolution Accepting Dedication of Rights-of-Way and Easements for Brighton Place, Section 3, Phase 3
- Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Brighton Place, Section 3, Phase 3 (Map Book 90 at Page 33). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2023-2024 budget.
- Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Brighton Place, Section 3, Phase 3
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ATTACHMENTS

- [Resolution for Brighton Pl Sec 3 Ph 3.pdf](#)
- [BRIGHTON PLACE SEC 3 PH3 FP 22-40.pdf](#)

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

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

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

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

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

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

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

Brighton Place, Section 3, Phase 3

Map Book 90 at Page 33

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

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

Adopted the 11th day of September, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 11th day of September, 2023.

Notary Public

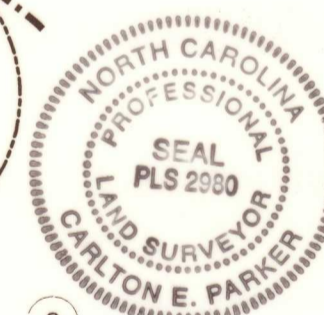
My Commission Expires:

SITE DATA

AREA IN TOTAL TRACT.....5.7395 ACRES
 NUMBER OF LOTS CREATED.....23
 AREA IN RIGHT-OF-WAY.....1.1124 ACRES
 AREA IN COMMON AREA.....0.0000 ACRES
 AREA IN PARKS, RECREATION AND THE LIKE...0.0000 ACRES

NOTES:

- 1) THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- 2) A PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD PLAIN AS PER FLOOD STUDY COMPLETED BY SUNGATE DESIGN GROUP, P.A. DATED MAY 9, 2006.
- 3) NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- 4) MAINTENANCE OF COMMON AREAS, PRIVATE DRAINAGE EASEMENTS, ETC. ARE BY THE HOMEOWNERS ASSOCIATION.
- 5) ALL EASEMENTS ARE CENTERED ON UTILITIES AS INSTALLED.



I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS. NCGS 47-30(F)(1)(A)

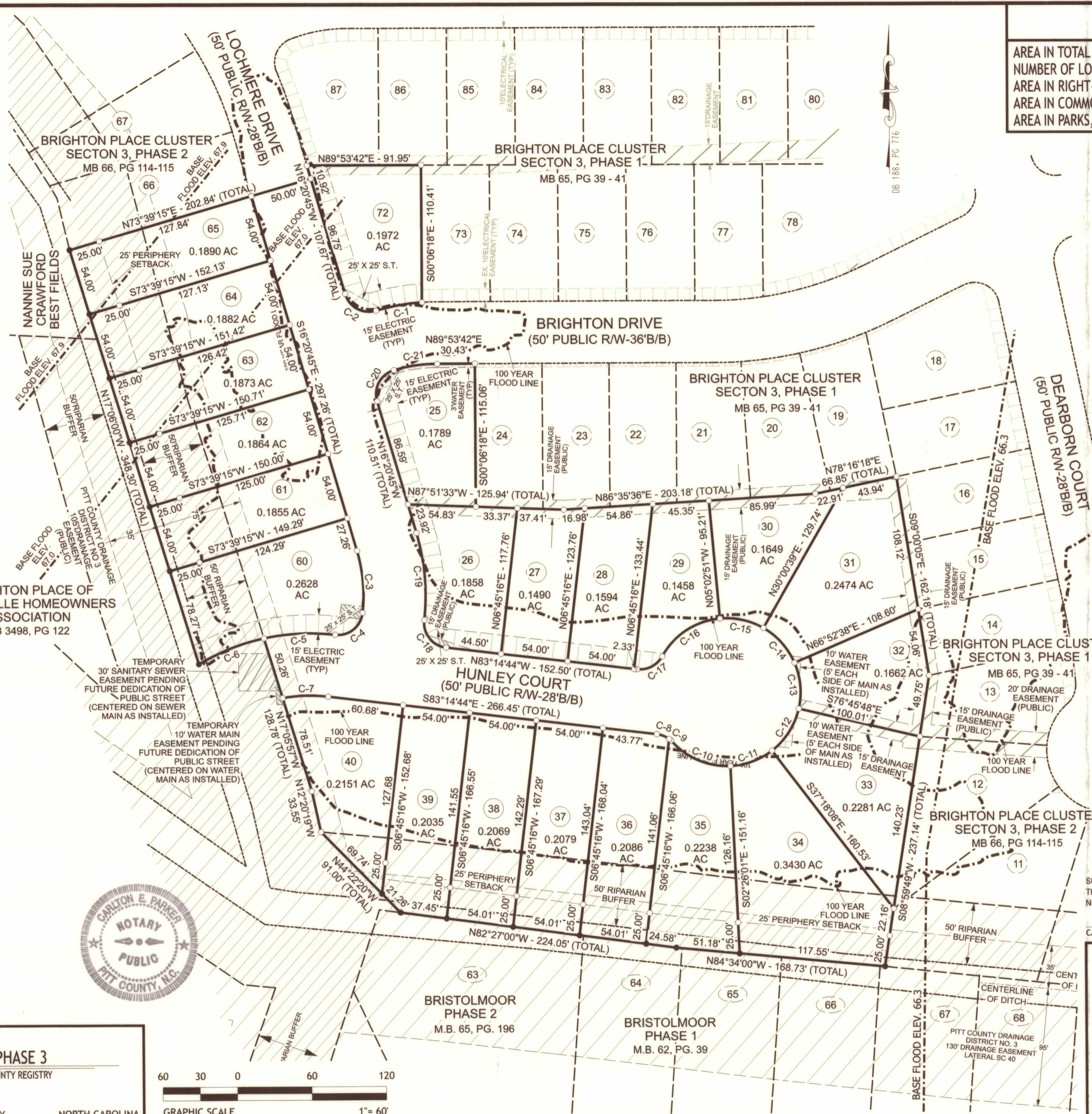
CARLTON E. PARKER

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

4th DAY OF JANUARY A.D., 2023.
 CARLTON E. PARKER L-2980

REVIEW OFFICER

Chantae M. Gooby
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 Chantae M. Gooby 2/15/2023
 REVIEW OFFICER DATE



1128

1127

VICINITY MAP
 1"=1000'



Doc ID: 015647350001 Type: CRP
 Recorded: 02/16/2023 at 09:34:47 AM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 90 PG 33

COPY

CURVE DATA

C-1	R = 175.00'	L = 37.69'	CH = S79°49'29"W	37.62'
C-2	R = 20.00'	L = 31.42'	CH = N61°20'45"W	28.28'
C-3	R = 125.00'	L = 50.40'	CH = S04°47'44"E	50.06'
C-4	R = 20.00'	L = 31.42'	CH = S51°45'16"W	28.28'
C-5	R = 175.00'	L = 57.71'	CH = S87°18'27"W	57.45'
C-6	R = 175.00'	L = 56.64'	CH = S68°35'19"W	56.39'
C-7	R = 125.00'	L = 36.87'	CH = N88°18'13"E	36.74'
C-8	R = 20.50'	L = 10.71'	CH = S68°17'01"E	10.59'
C-9	R = 20.50'	L = 3.91'	CH = S47°51'16"E	3.91'
C-10	R = 59.50'	L = 51.97'	CH = S67°24'37"E	50.34'
C-11	R = 59.50'	L = 36.21'	CH = N70°07'56"E	35.65'
C-12	R = 59.50'	L = 40.98'	CH = N32°58'02"E	40.17'
C-13	R = 59.50'	L = 37.76'	CH = N04°56'35"W	37.13'
C-14	R = 59.50'	L = 38.28'	CH = N41°33'22"W	37.63'
C-15	R = 59.50'	L = 36.41'	CH = N77°31'06"W	35.84'
C-16	R = 59.50'	L = 57.94'	CH = S57°03'24"W	55.68'
C-17	R = 20.50'	L = 24.18'	CH = S62°57'27"W	22.81'
C-18	R = 20.00'	L = 31.42'	CH = N38°14'44"W	28.28'
C-19	R = 175.00'	L = 70.56'	CH = N04°47'44"W	70.08'
C-20	R = 20.00'	L = 31.42'	CH = N28°39'15"E	28.28'
C-21	R = 125.00'	L = 23.51'	CH = N81°46'28"E	35.31'

LEGEND

- = NEW IRON STAKE (UNLESS OTHERWISE NOTED)
- = NO POINT SET
- EIP = EXISTING IRON PIPE

SHEET 1 OF 1

MAP FOR RECORD

BRIGHTON PLACE - SECTION 3, PHASE 3

REFERENCE DEED BOOK 3498, PAGE 119 OF THE PITT COUNTY REGISTRY

GREENVILLE WINTERTVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: MQ CONSTRUCTION, INC.

ADDRESS: 106 REGENCY BLVD.
 GREENVILLE, NC 27858
 PHONE: (252) 827-5682



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

SURVEYED: CEP APPROVED: CEP
 DRAWN: WCO DATE: 08/29/22
 CHECKED: CEP SCALE: 1" = 60'

SOURCE OF TITLE

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

DEED BOOK 3498 PAGE 119

DEED BOOK PAGE

NC REGISTRATION NUMBER L-2980

OWNER'S STATEMENT

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

OWNER: *MQ Construction, Inc.*

OWNER SWORN AND SUBSCRIBED BEFORE ME THIS 22nd DAY OF FEBRUARY, 2023.

NOTARY PUBLIC MY COMMISSION EXPIRES: 1/18/27

APPROVAL

THIS FINAL PLAT NUMBER 22-40 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE ON THE 13th DAY OF FEBRUARY, 2023.

SIGNED: Robert S. Clark
 CITY PLANNER

DEDICATION

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

SIGNED: *MQ Construction, Inc.*
 SIGNED: *Carlton E. Parker*
 ATTEST:

REVIEW OFFICER

Chantae M. Gooby
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 Chantae M. Gooby 2/15/2023
 REVIEW OFFICER DATE



City of Greenville, North Carolina

Meeting Date: 09/11/2023

-
- Title of Item:** Resolution Accepting Dedication of Rights-of-Way and Easements for Stonehaven II at Landover
- Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Stonehaven II at Landover (Map Book 90 at Pages 162-163). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2023-2024 budget.
- Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Stonehaven II at Landover
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ATTACHMENTS

- [Resolution for Stonehaven II at Landover.pdf](#)
- [Stonehaven II at Landover FP23-18.pdf](#)

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

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

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

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

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

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

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

Stonehaven II at Landover Map Book 90 at Pages 162-163

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

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

Adopted the 11th day of September, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

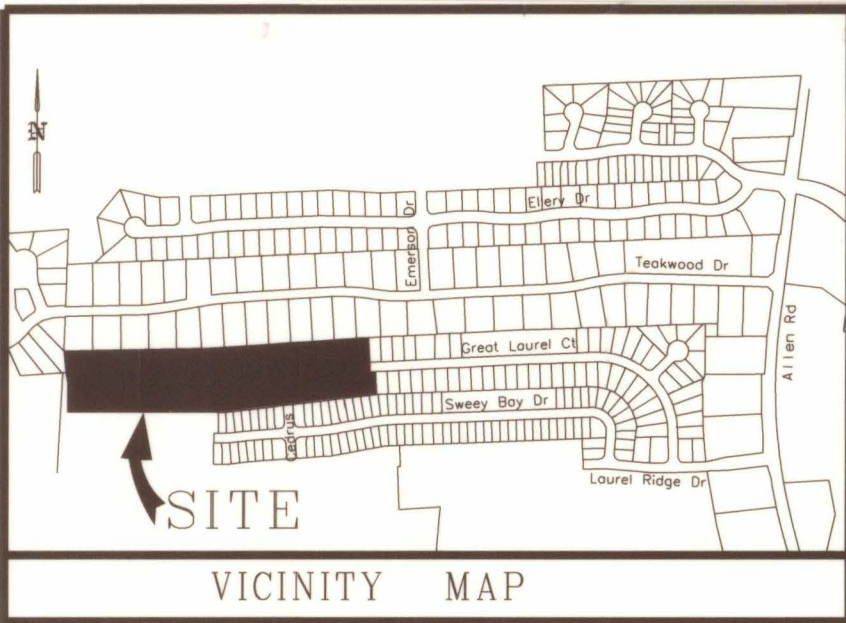
NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 11th day of September, 2023.

Notary Public

My Commission Expires:



VICINITY MAP
SCALE: 1"=1000'

LOT CURVE DATA

C1 R=30.00' Δ=90°00'00" L=47.13' Ch=N41°04'03"E 42.43'	C2 R=30.00' Δ=90°00'00" L=47.13' Ch=S48°55'57"E 42.43'
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COPY

Doc ID: 015754170002 Type: CRP
Recorded: 07/11/2023 at 01:15:42 PM
Fee Amt: \$42.00 Page 1 of 2
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 90 PG 162-163

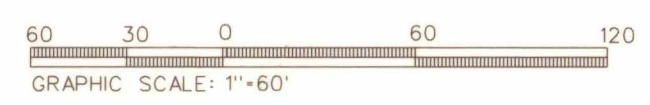
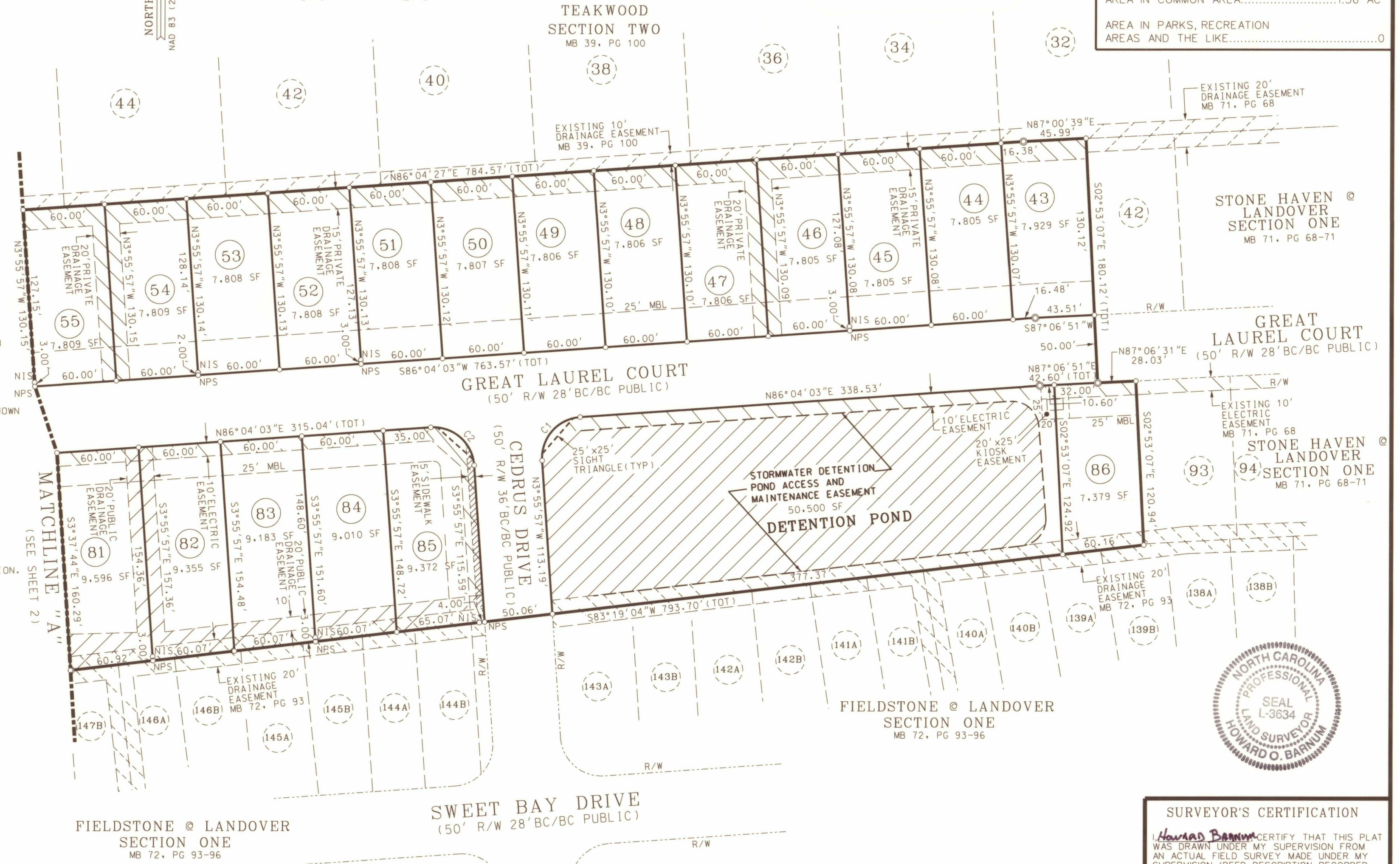
SITE DATA

NUMBER OF LOTS CREATED.....	44
TOTAL AREA IN TRACT.....	11.7958 AC
LINEAL FEET IN STREET.....	1524 LF
AREA IN STREETS.....	76,200 SF
AREA IN COMMON AREA.....	1.56 AC
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....	0

- NOTES:
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM NUMBER 372046600J, EFFECTIVE DATE 07/07/2014 AND FIRM NUMBER 3720466700K, EFFECTIVE DATE 07/07/2014.
 - IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED.
 - NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY PUBLIC DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRDACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 - STORMWATER DETENTION, PRIVATE DRAINAGE EASEMENTS, AND MAIL KIOSK TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

LEGEND

EIP= EXISTING IRON PIPE
EIS= EXISTING IRON STAKE
NIS= NEW IRON STAKE
NPS= NO POINT SET
R/W= RIGHT-OF-WAY
PP= POWER POLE
C= CENTERLINE
PL= PROPERTY LINE
TB= TOP OF BANK
TEL PED= TELEPHONE PEDESTAL
RCP= REINFORCED CONCRETE PIPE
NPS= NO POINT FOUND
ECM= EXISTING CONCRETE MONUMENT
⊙ = DIRECTION CHANGE



SHEET 1 OF 2
PN 76140

MAP FOR RECORD
STONEHAVEN II AT LANDOVER

REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 2399, PAGE 285 OF THE PITT COUNTY REGISTRY.

ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC
106 REGENCY BOULEVARD, SUITE B
GREENVILLE, NC 27834
(252) 355-7812

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

SURVEYED: DWE/DTB APPROVED: DTB/HOB
DRAWN: DM DATE: 2/15/23
CHECKED: DTB/HOB SCALE: 1" = 60'

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL L-3634 HOWARD O. BARNUM

SOURCE OF TITLE

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

DEED BOOK 2399 PAGE 285
DEED BOOK PAGE

HOWARD O. BARNUM
N.C. REG. NO. L-3634

OWNERS STATEMENT

OWNER: *Rocky Russell*

OWNER

THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF

SEE ABOVE SIGNATURES

OWNER

SWORN AND SUBSCRIBED TO BEFORE ME THIS 12th DAY OF June, 2023

Judy R. Stroud 2/22/2025
NOTARY PUBLIC, MY COMMISSION EXPIRES ON

JUDY R. STROUD NOTARY PUBLIC PITT COUNTY, NC

APPROVAL

THIS FINAL PLAT, 23-18 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE 10 GREENVILLE CITY CODE THE DAY OF July, 2023

SIGNED: *Chantale M. Gooch*
CITY PLANNER

DEDICATION

OWNER: *Rocky Russell*

OWNER

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

SIGNED: SEE ABOVE SIGNATURES
ATTEST: *Judy R. Stroud*

SURVEYOR'S CERTIFICATION

I, *Howard Barnum* CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2399, PAGE 285, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE PAGE PLAT, OR AS REFERENCED HEREON; THAT THE RATION OF PRECISION IS 1:24,639 AS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(i)(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 7 DAY OF June, 2023

SIGNED: *Howard O. Barnum*
PROFESSIONAL LAND SURVEYOR L-3634

REVIEW OFFICER'S CERTIFICATE

1. *Chantale M. Gooch*
REVIEW OFFICER OF PITT COUNTY, CERTIFY THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

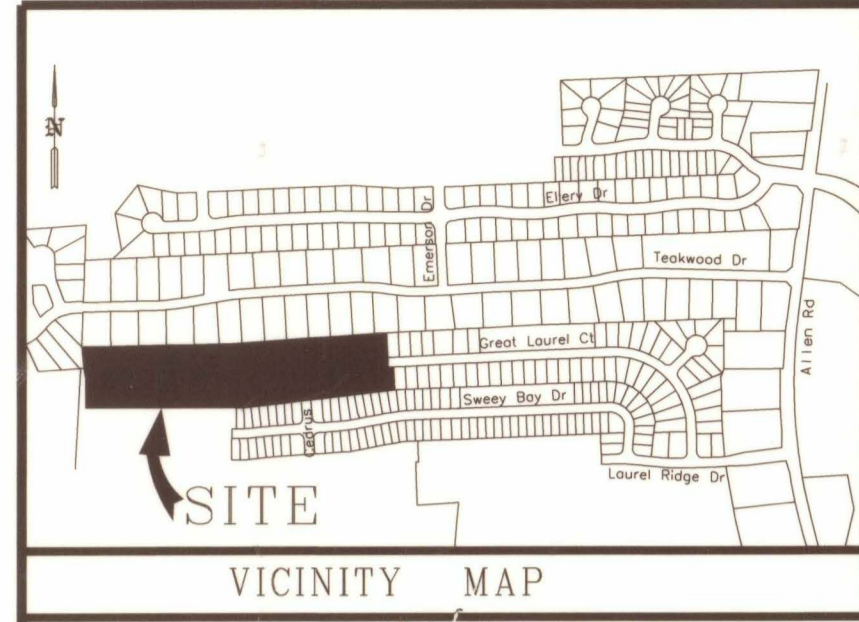
REVIEW OFFICER: *Chantale M. Gooch*
DATE: 7/10/2023

SITE DATA

NUMBER OF LOTS CREATED.....44
TOTAL AREA IN TRACT.....11.7958 AC
LINEAL FEET IN STREET.....1524 LF
AREA IN STREETS.....76,200 SF
AREA IN COMMON AREA.....1.56 AC
AREA IN PARKS, RECREATION
AREAS AND THE LIKE.....0

COPY

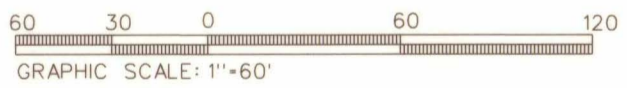
Doc ID: 015754170002 Type: CRP
Recorded: 07/11/2023 at 01:15:42 PM
Fee Amt: \$42.00 Page 2 of 2
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 90 PG 162-163



LOT CURVE DATA table with columns C3 through C15, listing radius (R), angle (Δ), length (L), and chord (Ch) for various lots.

- LEGEND
EIP= EXISTING IRON PIPE
EIS= EXISTING IRON STAKE
NIS= NEW IRON STAKE
NPS= NO POINT SET
R/W= RIGHT-OF-WAY
PP= POWER POLE
C= CENTERLINE
PL= PROPERTY LINE
TB= TOP OF BANK
TEL PED= TELEPHONE PEDESTAL
RCP= REINFORCED CONCRETE PIPE
NPS= NO POINT FOUND
ECM= EXISTING CONCRETE MONUMENT
@= DIRECTION CHANGE

- NOTES:
1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT...
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA...
4. IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED.
5. NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS...
6. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES...
7. STORMWATER DETENTION, PRIVATE DRAINAGE EASEMENTS, AND MAIL KIOSK TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.



TEAKWOOD GREEN SUBDIVISION PHASE ONE MB 72, PG 181

TEAKWOOD SECTION TWO MB 39, PG 100

GREAT LAUREL COURT (50' R/W 28' BC/BC PUBLIC)

PITT LAND DEVELOPMENT, LLC
DB 1750, PG 47
MB 84, PG 186

ROCKY RUSSELL DEVELOPMENT, LLC
DB 3871, PG 449
MB 84, PG 186



SURVEYOR'S CERTIFICATION

I, Howard Barnum, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION... THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

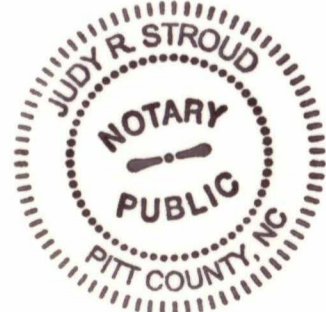
IF FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 7 DAY OF June, 2023.
SIGNED: Howard O. Barnum
PROFESSIONAL LAND SURVEYOR L-3634

REVIEW OFFICER'S CERTIFICATE

Chantae M. Gooby
REVIEW OFFICER OF PITT COUNTY, CERTIFY THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
SIGNED: Chantae M. Gooby
REVIEW OFFICER
DATE: 7/10/2023

OWNERS STATEMENT

OWNER: Rocky Russell
OWNER: Rocky Russell



THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF
SEE ABOVE SIGNATURES
SWORN AND SUBSCRIBED TO BEFORE ME THIS 12th DAY OF June, 2023.
SIGNED: Judy R. Stroud 2/22/2025
NOTARY PUBLIC, MY COMMISSION EXPIRES ON

DEDICATION

OWNER: Rocky Russell
OWNER: Rocky Russell

APPROVAL

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SIGNED: Chantae M. Gooby
CITY PLANNER

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
SIGNED: SEE ABOVE SIGNATURES
ATTEST: Judy R. Stroud



SOURCE OF TITLE

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DEED BOOK 2399 PAGE 285
DEED BOOK PAGE
SIGNED: Howard O. Barnum
N.C. REG. NO. L-3634

SHEET 2 OF 2 PN 76140

MAP FOR RECORD
STONEHAVEN II AT LANDOVER
REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 2399, PAGE 285 OF THE PITT COUNTY REGISTRY.
ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC
106 REGENCY BOULEVARD, SUITE B
GREENVILLE, NC 27834
(252) 355-7812

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET
GREENVILLE, NC 27858
(252) 756-9352
LICENSE NO. C-0647
SURVEYED: DWE/DTB APPROVED: DTB/HOB
DRAWN: JM DATE: 2/15/23
CHECKED: DTB/HOB SCALE: 1" = 60'



City of Greenville, North Carolina

Meeting Date: 09/11/2023

Title of Item: 2023-24 Downtown Greenville Partnership Contract for Services

Explanation: Since 2010, the City of Greenville and Uptown Greenville have agreed upon an annual program of activities to be carried out by the organization in an effort to market, support, retain, and recruit businesses in the downtown district. Over this past year, Uptown Greenville rebranded its organization as the Downtown Greenville Partnership (DGP) so as to better connect the Greenville community and the downtown merchants with the City's vibrant urban core.

In connection with the services carried out by DGP, previous City Councils have authorized funding for agreed-upon activities. In the City's 2023-2024 fiscal year budget, \$100,000 was appropriated for DGP following the development and execution of a contract for services. Services included in this contract are:

1. Working with the City in areas of downtown beautification. Such efforts include:

- Management of the downtown banner system
- Seasonal rotation of plants
- Contracted pressure washing of sidewalks
- Funding for downtown facade lighting projects

2. Organization, promotion and sponsorship of the following events:

- PirateFest
- Freeboot Friday
- Greenville Grooves
- Greenville Gives
- Dickinson After Dark
- New Year's Eve Town Common Event

3. Continued implementation and rollout of a comprehensive and targeted rebranding initiative for the downtown district. Such efforts include:

- Targeted marketing of downtown that benefits area retailers, restaurants and the new hotel located on Evans Street.
- Advertisements that promote and showcase downtown events

4. Assisting with public input and economic development efforts within the

downtown district.

This represents a continuation of the City's partnership with DGP to publicize and promote the City's urban development efforts.

Fiscal Note: \$100,000 has been authorized by action of City Council in the 2023-24 Fiscal Year budget

Recommendation: City Council to consider the attached contract for services and direct the City Manager and staff to execute the contract.

ATTACHMENTS

[COG-#1185552-v1-DGP_Contract_2024_Final_Council_9-11-23.docx](#)

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____



**AGREEMENT FOR CONTRACTOR SERVICES
DOWNTOWN GREENVILLE SUPPORT SERVICES**

THIS AGREEMENT (“Agreement”) made and entered into on this date _____, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the “CITY”) and DOWNTOWN GREENVILLE PARTNERSHIP, a North Carolina not-for-profit, charitable organization recognized by the IRS as a 501(c)(3) corporation, with a principal office located at 408 South Evans Street, Suite 102, Greenville, Pitt County, North Carolina, 27858 (hereinafter referred to as “DOWNTOWN”);

WITNESSETH:

WHEREAS, enhancing the quality of life in Pitt County by promoting the downtown Greenville urban core and making the economic activity of the downtown area accessible to the entire community are beneficial to all residents of the City of Greenville and the County of Pitt; and

WHEREAS, the CITY is committed to making available financial resources for the services outlined herein and pursuant to North Carolina General Statute (“NCGS”) § 160A-20.1, the CITY is authorized to contract with and appropriate money to individuals, associations, or corporations, including not-for-profits, to carry out any public purpose that the CITY is authorized to engage in by law; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, DOWNTOWN and CITY do hereby agree each with the other as follows:

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the CITY and DOWNTOWN to publicize the economic, educational, social, and cultural benefits of the downtown business district of Greenville, assist in recruiting

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

business and residents to the downtown area, and provide information on the downtown business district of Greenville to prospective businesses and residents. DOWNTOWN will publicize and promote the City's urban revitalization efforts and plans through the normal business activities of DOWNTOWN. More specifically, DOWNTOWN affirmatively represents it shall provide program services that must fulfill a public purpose related to same through the following activities:

- a) **Downtown Beautification:** DOWNTOWN will continue to serve the CITY by administering the following specific services:
 - i) DOWNTOWN shall manage the downtown banner system.
 - ii) DOWNTOWN shall commit funding for the completion of the following beautification activities:
 - a. DOWNTOWN shall fund the contracted cost of the seasonal rotation of plants within the downtown planters. The plants within the planters shall be rotated at least three times per year. The CITY shall be responsible for the daily maintenance of the plants.
 - b. DOWNTOWN shall fund the contracted cost to pressure wash sidewalks within downtown at least two times per year.
 - c. DOWNTOWN shall fund the contracted cost of gum removal off downtown sidewalks no more than two times per year. The CITY shall fund the cost to purchase gum removal equipment to be utilized, on a contracted basis, to remove gum from downtown sidewalks.
 - iii) DOWNTOWN shall commit funding for downtown façade lighting projects. DOWNTOWN shall develop a grant policy for the issuance of façade lighting grants, on a match basis, that will be made available to downtown businesses.
 - iv) DOWNTOWN shall commit funding for the completion of a lighting and archway project in the Merchants Alley as follows:
 - a. The CITY shall fund the cost for the design of the lighting and archway project.
 - b. The CITY and DOWNTOWN shall evenly split (i.e. 50/50) the total cost to fund the construction of the lighting and archway project.
 - c. The CITY shall be responsible for managing the alley project and DOWNTOWN shall reimburse the CITY for DOWNTOWN's portion of the total cost.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

d. DOWNTOWN shall be responsible for contracting with all private properties to allow for any required lighting / archways to be attached to their respective properties.

b) **Special Events, Promotions and Private Support:** DOWNTOWN will serve as an organizer and sponsor as follows:

i) DOWNTOWN shall serve as the primary organizer and sponsor for the following events:

- a. PirateFest
- b. First Friday ArtWalk Series
- c. Dickinson After Dark
- d. Freeboot Friday

DOWNTOWN shall credit the CITY as a primary sponsor for the above events.

ii) DOWNTOWN shall serve as a partner and sponsor along with the CITY for the following events:

- a. Greenville Grooves
- b. Greenville Gives
- c. New Year's Eve Town Common Event

iii) Both DOWNTOWN and the CITY shall plan, market, coordinate and carryout the New Years Eve event at Town Common and shall evenly split (i.e. 50/50) all net proceeds derived from the event.

iv) PirateFest:

- a. If PirateFest is a non-ticketed event, both DOWNTOWN and the CITY shall plan, market, coordinate and carryout the event and shall evenly split (i.e. 50/50) all net proceeds derived from the event.
- b. If PirateFest is a ticketed event, DOWNTOWN shall plan, market, coordinate and carryout the event. The CITY will provide operational support for the event to include, but not be limited to, set-up, sanitation, cleanup and public safety support. The CITY shall bill DOWNTOWN for the CITY's cost to provide the operational support.

v) DOWNTOWN shall provide written request of all event support needs to the Special Events Coordinator no later than sixty (60) days prior to the event date.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

- vi) DOWNTOWN shall work with the CITY's special event coordinator as an advisor to outside organizations interested in holding special events within the district.
 - c) **Targeted Visitor Marketing:** DOWNTOWN will serve as the primary marketing agent for the downtown district as follows:
 - i) DOWNTOWN shall, in cooperation with the CITY and other partners as appropriate, coordinate the continued implementation and rollout of the comprehensive organization rebranding that was initiated in calendar year 2023. The continued goal shall be to create a strong brand for the organization name and roll out a marketing campaign including social media to benefit all of the downtown district merchants.
 - ii) DOWNTOWN shall fund targeted marketing, communications and promotional efforts including social media that benefit area retailers, restaurants and the new hotel to be located on Evans Street.
 - iii) DOWNTOWN shall advertise, promote and showcase downtown events, places and people utilizing various media outlets such as social media.
 - iv) DOWNTOWN shall coordinate advertisement campaigns, including social media, for the holiday season, restaurants, retailers and other downtown stakeholders.
 - d) **Assist With Public Input:** The CITY shall work with DOWNTOWN to coordinate stakeholder meetings on policy changes in advance of public input sessions.
 - e) **Assist With Economic Development Efforts:** DOWNTOWN, working in conjunction with the CITY, shall assist with economic development efforts through its core mission of beautification, events and marketing.
 - i) DOWNTOWN shall continue to strengthen the connection that residents, employees and visitors have to the district and increase the district's reputation as an attractive location for businesses and employees via year round programming.
 - ii) DOWNTOWN will use a wide range of communication for promotion through news media contacts, press releases, a newsletter, web site, social media and other means.
 - f) **Presentation of Work Plan Deliverables:** DOWNTOWN shall provide City Council with an annual work plan of deliverables and present the work plan to City Council at a regularly scheduled City Council Workshop.
2. **RELATIONSHIP OF PARTIES.** The CITY and DOWNTOWN agree that DOWNTOWN shall not represent itself as an officer, agent or employee of the CITY for any purposes. DOWNTOWN has or will secure at its own expense, all personnel required to perform services

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. DOWNTOWN agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.

3. **PAYMENT.** For and in consideration of the services to be provided by DOWNTOWN, as described in Section 1 of this Agreement, and upon approval of the appropriation and expenditure by the City Council of the CITY of Greenville, the CITY will provide a payment of \$100,000.00 (One Hundred Thousand Dollars and Zero Cents) to DOWNTOWN on a semi-annual basis with the first payment of \$50,000.00 (Fifty Thousand Dollars and Zero Cents) to be made within thirty (30) days of the approval of this Agreement by City Council and the second payment of \$50,000.00 (Fifty Thousand Dollars and Zero Cents) to be made on or about March 31, 2024, upon completion of deliverable outcomes.

The maximum amount to be paid by the CITY under this Agreement shall be based upon the CITY Funds available for the subject fiscal year. The CITY shall not be obligated to pay DOWNTOWN any payments, fees, expenses, or compensation other than those authorized by this section. The CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by DOWNTOWN to comply with any of the provisions of this Agreement, including deadlines for submitting any accounting, audit, statement, information, record, documentation, or report. The City Manager or their designee shall have the authority to decide on behalf of the CITY whether DOWNTOWN has complied with this Agreement.

4. **TERM OF CONTRACT.** The term of this Agreement shall be one (1) year (“Term”) and shall commence on October 1, 2023 and terminate on September 30, 2024. DOWNTOWN shall comply with all requirements imposed by this Agreement by September 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.
5. **DESIGNATED AREA.** The map included in Appendix A as an addendum represents the Downtown District.

6. **REPORTING.**

- a) In addition to other reporting requirements included herein, if requested in writing by the CITY with reasonable notice to DOWNTOWN, DOWNTOWN shall make all of the requested information available for inspection and audit by the CITY at any time during workdays of the CITY.
- b) Additionally, DOWNTOWN will allow the CITY’s Finance Director access to the records and information requested and will facilitate a review of the accounting and program operations as may be required. The CITY will have the right to conduct site visits within one (1) week of a request to do so.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

- c) DOWNTOWN shall retain financial and program records during the term of this Agreement, and for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.
 - d) Upon request, oral or written, of any member of the public, DOWNTOWN shall provide a copy of its latest annual financial statement of its operations, which includes an account of all CITY funds received from the CITY under this Agreement and all expenditures made from CITY funds.
 - e) Material non-compliance with this section may be deemed a material breach of this Agreement.
7. **NON-APPROPRIATION OF FUNDS.** DOWNTOWN 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 DOWNTOWN, 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. Funding for this Agreement is subject to annual appropriation.

8. **INSURANCE.**

DOWNTOWN agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.

a) **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

b) **Commercial Automobile Liability:**

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

- c) **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.

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

d) Proof of Carriages:

- i. DOWNTOWN 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. 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.

9. NOTICE.

- a) All notices or communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery service or by certified mail, return receipt requested. In addition, subsection (b) must be complied with.
- b) Additional Notice by Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by email if the other party has provided a valid, working email address.
- c) Change of Address; Discovery of Invalid Email Address. A change of address, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it an email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid email address.
- d) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.
- e) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices are:

TO THE CITY:

City of Greenville
PO Box 7207
Greenville, NC 27835
Attn: City Manager

WITH COPY TO: CITY ATTORNEY

TO DOWNTOWN:

Vendor Name: Downtown Greenville Partnership

Vendor Number: _____

Contract # _____

Downtown Greenville Partnership
408 South Evans Street, Suite 102
P.O. Box 92
Greenville, NC 27835
Attn: Executive Director

10. **REPAYMENT OF FUNDS.** DOWNTOWN shall only use public funds for public purposes and shall repay to the CITY the full amount of any CITY funds lost, misapplied, unaccounted for, or inadequately accounted for in violation of this Agreement. This amount is due and payable to the CITY within sixty (60) days of written notice.
11. **TERMINATION.** Upon a material breach of this Agreement by the other party, either party to this Agreement may terminate the Agreement by providing written notice to the other party at least thirty (30) days prior to the date of termination; provided, however, that if such breach is cured by the defaulting party within such thirty (30) day period, then such notice of termination shall have no further force or effect and the Agreement shall continue through its term.
12. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.** The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise (M/WBE) Program. DOWNTOWN attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.
13. **TITLE VI NON-DISCRIMINATION.** DOWNTOWN, its assignees and successors in interest, agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Appendix B to this Agreement and 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.
14. **E-VERIFY.** DOWNTOWN shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if DOWNTOWN utilizes a Subcontractor, DOWNTOWN shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. DOWNTOWN represents that DOWNTOWN and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
15. **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 and DOWNTOWN.
16. **CHOICE OF LAW; 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

Vendor Name: Downtown Greenville Partnership

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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.

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

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

19. INDEMNITY AND HOLD HARMLESS REQUIREMENTS.

- a) To the maximum extent allowed by law, DOWNTOWN 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 Agreement as a result of negligent acts or omissions of DOWNTOWN or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection "a," DOWNTOWN 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 (including without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item). "Indemnitees" means CITY and its officers, officials, independent contractors, agents, and employees, excluding DOWNTOWN.
- 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 Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.
- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.

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- e) It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to DOWNTOWN, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from DOWNTOWN's activities and operations while performing services under this contract; except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. DOWNTOWN 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.
- f) DOWNTOWN will promptly notify the CITY of any Civil or Criminal Actions filed against DOWNTOWN 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.

20. 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.

21. CONFLICT OF INTEREST.

- a) DOWNTOWN is aware of the conflict of interest laws of the CITY (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) DOWNTOWN 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. DOWNTOWN further covenants

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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 DOWNTOWN, its employees or associated persons or entities shall be disclosed to the CITY.

- c) DOWNTOWN 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) DOWNTOWN shall make any such disclosure to the CITY in writing and immediately upon DOWNTOWN'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 DOWNTOWN, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

22. **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.

23. **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 DOWNTOWN, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of DOWNTOWN as the act of the said DOWNTOWN.

24. **GENERAL COMPLIANCE WITH LAWS.** DOWNTOWN shall materially comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of services under this Agreement.

25. **IRAN DIVESTMENT ACT CERTIFICATION.** DOWNTOWN 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. DOWNTOWN shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

Vendor Name: Downtown Greenville Partnership

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26. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties with respect to the subject matter covered by this Agreement. 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 Agreement shall be deemed to exist or to bind either party hereto.

27. **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.

28. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

29. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the CITY and DOWNTOWN and not any other person.

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

31. **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.

(REMAINDER OF) THIS PAGE LEFT INTENTIONALLY BLANK

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.

DOWNTOWN GREENVILLE PARTNERSHIP

By: _____

Title: _____

CITY OF GREENVILLE

By: _____

Title: _____

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 _____

Project Code (if applicable) _____

APPENDIX A
Map of Downtown District



APPENDIX B

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein (5) incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (a) (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination (b) prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

(a) withholding payments to the contractor under the contract until the contractor complies; and/or

(b) cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors,

whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).



City of Greenville, North Carolina

Meeting Date: 09/11/2023

Title of Item: Resolution Approving an Interagency Fire/Rescue Mutual Aid Agreement with the City of New Bern

Explanation: The North Carolina Urban Search and Rescue Program (USAR) is a partnership between the State and Local Governments. The program supplements local efforts to enhance disaster response capabilities during manmade and natural disaster events. The City of Greenville and the City of New Bern are both member Departments that comprise State Task Force #10. Task Force #10 is assigned to a specific geographic region in the Eastern part of the State that responds to such disasters.

Prior to this fiscal year, the USAR program has appropriated funding to the State's Task Forces on a nonrecurring basis. State funding appropriated to Task Force #10 has been evenly distributed to the City of Greenville and to the City of New Bern. Starting this fiscal year the USAR program is appropriating funding on a recurring basis and each Task Force must submit a bid for funding based on its proposed usage. Both the City of Greenville and the City of New Bern will coordinate the submission of a bid on behalf of Task Force #10 based on the identified needs of the USAR program.

Greenville Fire / Rescue is requesting Council adoption of an Interagency Fire/Rescue Mutual Aid Agreement between the City and the City of New Bern in order to formalize the responsibilities of both Departments relative to the duties of USAR Task Force #10. The City of New Bern Board of Aldermen adopted the Interagency Agreement at their August 8, 2023 Board meeting.

Fiscal Note: Approval of the agreement allows for the release of funding from the State for the Search and Rescue program.

Recommendation: Approve resolution for the Interagency Fire/ Rescue and Search and Rescue Mutual Aid Agreement between the City of Greenville and the City of New Bern.

ATTACHMENTS

- [COG-#1185473-v1-Resolution--COG-New_Bern--Interagency_Fire_Rescue_and_Search_and_Rescue_Mutual_Aid_Agreement--2023-2024.docx](#)
- [COG-#1177478-v1-COG-New_Bern--Interagency_Fire_Rescue_and_Search_and_Rescue_Mutual_Aid_Agreement--2023-2024.docx](#)

RESOLUTION NO. _____

RESOLUTION OF THE GREENVILLE CITY COUNCIL TO AUTHORIZE AND APPROVE
AN INTERLOCAL AGREEMENT WITH THE CITY OF NEW BERN ENTITLED:
INTERAGENCY FIRE/RESCUE AND SEARCH AND RESCUE MUTUAL AID
AGREEMENT 2023-2024

WHEREAS, Chapter 160A, Article 20, Part 1 of the North Carolina General Statutes authorizes the City of Greenville and the City of New Bern to enter into contracts or agreements with each other in order to execute any undertaking including any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the City and the City of New Bern desire to enter into that certain Interagency Fire/Rescue and Search and Rescue Mutual Aid Agreement 2023-2024 so as to facilitate a partnership between the Greenville Fire/Rescue Department and the New Bern Fire-Rescue Department to deploy personnel and equipment to natural and manmade disasters; and

WHEREAS, a copy of said Interagency Fire/Rescue and Search and Rescue Mutual Aid Agreement 2023-2024 is incorporated herein by reference; and

WHEREAS, N.C.G.S. § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the attached Interagency Fire/Rescue and Search and Rescue Mutual Aid Agreement 2023-2024 by and between the City of Greenville and the City of New Bern be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute the same on behalf of the City.

ADOPTED this the _____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

**INTERAGENCY FIRE/RESCUE AND SEARCH
AND RESCUE MUTUAL AID AGREEMENT
2023-2024**

THIS INTERAGENCY FIRE/RESCUE AND SEARCH AND RESCUE MUTUAL AID AGREEMENT 2023-2024 (“Agreement”) is made and entered into as of October 1, 2023 (the “Effective Date”), by and between the City of Greenville, a municipal corporation in the State of North Carolina, which includes its fire and rescue department or agency, the Greenville Fire Rescue Department, also known as Greenville Fire/Rescue (“GFR”)(collectively “Greenville”) and the City of New Bern, a body politic and corporate of the State of North Carolina, which includes its fire and rescue department or agency, the New Bern Fire-Rescue Department (“NBFR”)(collectively “New Bern”). Greenville and New Bern are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.”

WITNESSETH:

Overall Enabling Authority

WHEREAS, this Agreement is made under the authority of Chapter 160A (Cities and Towns), Article 20 (Interlocal Cooperation), Part 1 (Joint Exercise of Powers) of the North Carolina General Statutes, particularly N.C.G.S. § 160A-461 (Interlocal cooperation authorized), and N.C.G.S. § 160A-464 (Provisions of the agreement)(collectively “Interlocal Cooperation Statutes”); Chapter 58 (Insurance), Article 83 (Mutual Aid between Fire Departments), particularly N.C.G.S. § 58-83-1 (Authority to send firemen and apparatus beyond territorial limits; privileges and immunities)(collectively “Mutual Aid Statutes”); Chapter 166A (North Carolina Emergency Management Act), Article 6 (North Carolina Search and Rescue) of the North Carolina General Statutes (collectively “NCSAR Program Statutes”); Title 14B (Department of Public Safety), Chapter 3 (Emergency Management), Section .0400 (North Carolina Search and Rescue [“SAR”] Program) (“NCSAR Program”) of the North Carolina Administrative Code (collectively “NCSAR Program Rules”); and Part II (Code of Ordinances)(collectively “Greenville City Code”), Title 5 (Public Safety), Chapter 2 (Fire Protection and Prevention), particularly Sections 11 (Control by Chief of station, trucks, equipment and the like), 12 (Use of apparatus beyond city limits), and 13 (Mutual aid; policy; agreements authorized) of the Greenville City Code;

WHEREAS, the aforementioned statutes, rules, and codes and other governing laws that may not be herein defined, but may otherwise be applicable and controlling, are herein collectively defined as the “Overall Enabling Authority”;

General Mutual Aid Cooperation (“GMAC”) Authority

WHEREAS, in addition to the Interlocal Cooperation Statutes, N.C.G.S. § 58-83-1 of the Mutual Aid Statutes empowers a county, municipal corporation, fire protection district, sanitary district, or incorporated fire department to have full authority to send, or to decline to send, firemen and apparatus beyond the territorial limits which it normally serves;

WHEREAS, Greenville City Code § 5-2-13(A) authorizes the Chief of GFR to enter into mutual assistance agreements with other fire and Emergency Medical Services (“EMS”) agencies in accordance with such reasonable arrangements, terms, and conditions as may be agreed upon between the respective heads of the agencies involved in the reciprocal assistance;

WHEREAS, Greenville City Code § 5-2-13(B) authorizes the Chief of GFR to enter into mutual assistance arrangements with other municipal and county fire and EMS enforcement agencies, provided that the head of the requesting enforcement agency or agencies makes the request in writing;

WHEREAS, Greenville City Code § 5-2-13(C) authorizes the Chief of GFR to permit officers of the GFR to work temporarily with officers of the requesting agency or agencies, and may further lend equipment and supplies as agreed upon;

NCSAR Program Authority

WHEREAS, in accordance with, and as defined by, the NCSAR Program Statutes and NCSAR Program Rules (collectively the “NCSAR Program Authority”), GFR and NBFR are each a contract response team electing to participate in the NCSAR Program, wherein said NCSAR Program is also synonymously and interchangeably defined and known as the North Carolina Search and Rescue System (sometimes known as the NC SAR System in the NCSAR Program Rules, programing and administrative manuals, and other associated documents regulating the NCSAR Program);

WHEREAS, the NCSAR Program is administered by the North Carolina Department of Public Safety (“NCDPS”), Division of Emergency Management (“NCEM”);

WHEREAS, the need for the NCSAR Program has been made apparent through the significant number of federal, state, and local states of emergency that have required coordinated and qualified resources to augment local SAR capabilities;

WHEREAS, accordingly, the NCSAR Program is a partnership between state and local governments where the State of North Carolina supplements local response capabilities to enhance disaster response capabilities and ensure resources are available to deploy agencies outside of their home jurisdictions to assist other jurisdictions when they are not impacted locally from the same disaster;

WHEREAS, as NCSAR Program contract response teams, GFR and NBFR are governed by the provisions of the NCSAR Program Authority and other applicable laws;

WHEREAS, the NCSAR Program Rules include but are not limited to rules regarding training, equipment, and personnel standards required to operate a contract response team; standards for administration of a contract response team, including procedures for reimbursement of response costs; and procedures for bidding and contracting for SAR team and specialty rescue team missions;

WHEREAS, the NCSAR Program Authority, particularly the NCSAR Program Rules assist to ensure an equitable implementation of the NCSAR Program and establish standards for eligibility, resource types, and response expectations both administratively as well as operationally when responding under the authorities of the NCSAR Program;

WHEREAS, as of the Effective Date of this Agreement GFR and NBFR are the sole contract response team members of Task Force 10, which is the NCSAR Program team assigned to a specific geographic region of the eastern part of the State of North Carolina to be available for providing 24-hour dispatch of NCSAR Program services from the NCEM Operations Center;

WHEREAS, in accordance with the NCSAR Program Authority and within available appropriations, NCEM is required to spend the necessary funds for training, equipment, and other items necessary to support the operations of contract response teams, such as GFR and NBFR, and NCEM may also administer any grants of other funds made available for contract response teams, in accordance with applicable rules and regulations approved by the Director of the North Carolina Office of State Budget and Management;

WHEREAS, in accordance with the NCSAR Program Authority, the NCDPS Secretary may contract with any unit or units of local government, including either or both Parties herein, for the provision of a contract response team or teams, such as GFR and/or NBFR, to implement the NCSAR Program and the contracts may agree to provide a contract response team with support including but not limited to a loan of equipment; reimbursement of personnel costs, including the cost of callback personnel; reimbursement for use of equipment and vehicles owned by the contract response team; replacement of disposable materials and damaged equipment; and training expenses;

WHEREAS, to assist in ensuring preparedness and disaster response capability, the State of North Carolina has provided certain reoccurring funds and designated appropriations to fund the NCSAR Program, to offset some local expenses, enhance local and organic response capability, and to support the operations of the contract response teams;

WHEREAS, participation in the NCSAR Program is completely voluntary for local units of government; does not impact an agency's ability to function independent of any rules governing the NCSAR Program when operating as a resource under the agency's existing authorities and agreements of a federal, state, or local authority having jurisdiction; and accordingly, does not prevent local authority having jurisdictions from maintaining local response fire/rescue and/or SAR capabilities nor responding under their local authorities and mutual aid agreements;

WHEREAS, participation in the NCSAR Program can benefit local response resources through additional access to highly specialized training and equipment and enable participating agencies to support their existing capability to ensure their overall readiness to respond outside of their own jurisdictions to support other local governments who need additional response resources to address an unmet need in a disaster or emergency;

WHEREAS, Greenville, by and through GFR, is a Sponsoring Agency ("SA") as that term is defined by and used in the NCSAR Program Rules;

WHEREAS, as further defined by and used in the NCSAR Program Rules, as an SA, GFR is the Authority Having Jurisdiction (“AHJ”) for the specific geographical area assigned to and designated for Task Force 10;

WHEREAS, New Bern, by and through NBFR, is a Participating Agency (“PA”) as that term is defined by and used in the NCSAR Program Rules;

WHEREAS, the Parties and the heads of GFR and NBFR, in accordance with the rules, policies, or guidelines adopted by each Party’s respective governing body and the provisions of the Overall Enabling Authority, have determined that the general provision of fire/rescue and SAR mutual aid across corporate and jurisdictional lines for temporary or intermittent assistance (“General Mutual Aid and Cooperation” or “GMAC”) and the NCSAR Program-specific provision of fire/rescue and SAR aid implemented by way of the NCSAR Program which may provide assistance across corporate and jurisdictional lines for temporary or intermittent assistance under the NCSAR Program (“NCSAR Program Aid”) will provide mutual benefit to the Parties in the form of increased ability to preserve the safety and welfare of the entirety of each city and the area as a whole while enhancing the fire/rescue and SAR capabilities and efficiency within the jurisdictions of the Parties;

WHEREAS, by way of GMAC and NCSAR Program Aid, the Parties do hereby request of and from each other and agree to provide to each other, when and where feasible to do so, temporary assistance concerning fire/rescue and SAR services and to coordinate in the implementation of the NCSAR Program;

WHEREAS, the Parties acknowledge this Agreement mutually benefits each other in the form of enhanced fire/rescue and SAR capabilities and efficiencies; and

WHEREAS, the purpose of this Agreement is to establish the overall understanding and expectations of cooperation between the Parties in both GMAC and NCSAR Program Aid.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I **DEFINED TERMS**

In addition to those terms defined in the NCSAR Program Authority, which are hereby adopted and incorporated by reference and as otherwise herein defined, and regardless of capitalization, the following terms wherever used herein shall have the following meanings:

Personnel. Any fire/rescue and/or SAR employees employed by a Party and assigned to the Party’s herein named agency, whether generally known as personnel, officers, employees, or staff. In full compliance with all NCSAR Program Authority and while On-duty as that term is defined by the NCSAR Program Rules, Personnel may be System Personnel and/or a System

Resource as defined by the NCSAR Program Rules. Personnel may be singular or plural as the context may require.

Local Apparatus. Any fire/rescue and/or SAR vehicles, machinery, equipment, and/or supplies of any nature or kind owned by a Party. In full compliance with all NCSAR Program Authority, Local Apparatus may be a System Resource as defined by the NCSAR Program Rules. Local Apparatus may be singular or plural as the context may require.

State Apparatus. Any fire/rescue and/or SAR vehicles, machinery, equipment, and/or supplies of any nature or kind owned or issued by the State of North Carolina. In full compliance with all NCSAR Program Authority, State Apparatus may be a System Resource as defined by the NCSAR Program Rules. State Apparatus may be singular or plural as the context may require.

ARTICLE II **TERM AND TERMINATION**

1. **Term.** The term of this Agreement shall be for one year and commence on the Effective Date and shall expire at 11:59 p.m. EST on September 30, 2023 (the “Term”), unless this Agreement is earlier terminated pursuant to the terms of this Agreement. The Term of this Agreement may be extended, and thereafter defined as the Term, upon good-faith negotiations and written Agreement by the Parties.

2. **Termination.** This Agreement may be terminated by either Party with or without cause (for convenience) upon 60 days’ written notice to other Party as provided herein. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE III **GENERAL REQUIREMENTS REGARDING ASSISTANCE**

3. **Requests for Assistance.** The Notices section of this Agreement shall govern all requests for assistance for GMAC under this Agreement. Requests for assistance under the NCSAR Program shall be made in accordance with the NCSAR Program Authority.

4. **Scope of Assistance.** Requests for assistance and the provision of assistance for GMAC and/or NCSAR Program Aid under this Agreement and the provisions of the NCSAR Program Authority may include but are not limited to the request, loan, and provision of Personnel, and/or Local Apparatus, and/or State Apparatus. No real property is, or should be, affected by this Agreement, although the Parties may, by separate agreement, use certain designated portions of their respective real properties for training, which may be necessary to advance the goals of this Agreement and/or the mission of fire/rescue service, EMS service, SAR service, and/or the NCSAR Program.

5. **Response to Request.** The agency requested to provide GMAC assistance under this Agreement shall either provide the assistance requested to the requesting agency, if or when reasonably practical to do so, or provide the requesting agency with an explanation as to why the assistance cannot be accommodated. Requested assistance by a Party under the NCSAR Program

shall be governed by the NCSAR Program Authority. If reasonable and practical to do so, at all times, the Parties shall work together to accommodate requests for assistance by informal means.

ARTICLE IV

LOCAL AND STATE APPARATUS

6. **Local Apparatus.** Local Apparatus may be used in the NCSAR Program activities. Subject to the terms and conditions of this Agreement, when the assisting agency provides any Local Apparatus to the requesting agency, in doing so, the assisting agency hereby agrees to send to the requesting agency and allow the requesting agency to use, and the requesting agency does hereby agree to receive from the assisting agency as part of mutual aid and assistance, certain designated Local Apparatus which shall be further identified on an itemized document contemporaneously provided by the assisting agency to the requesting agency defining and identifying the apparatus as follows (as may be applicable) and also providing to the requesting agency photographs and/or inspection forms or reports to be attached to the document or made a part thereof (as may be applicable): type of apparatus, year of manufacture, make, model, registration number, serial number, vehicle identification number, asset number, property description, and other identifying description, features, characteristics, marks, or numbers.

7. **State Apparatus.** Subject to any laws, rules, and regulations governing same or limiting the sharing or use of same, State Apparatus may be used in the same manner and under the same obligations and conditions herein stated applicable to Local Apparatus to accomplish any fire/rescue and/or SAR missions under this Agreement.

8. **Ownership of the Local Apparatus.** The Parties understand and agree that at all times during the Agreement term the Local Apparatus shall be owned by assisting agency. Pursuant to this Agreement, the Parties will have use, access, supervision, and responsibilities as outlined and as further specifically set out in this Agreement.

9. **Exclusions; Return to Assisting Agency.** The requesting agency shall have exclusive usage of the Local Apparatus once provided by the assisting agency unless the assisting agency may be required to use same as needed. If during the term of this Agreement, the assisting agency requires the use of the Local Apparatus, the assisting agency will immediately notify the requesting agency of its need to use the Local Apparatus. In such cases of immediate need by the assisting agency, and upon either the expiration of the Term of this Agreement or termination of this Agreement, the requesting agency shall immediately make the Local Apparatus available for return to the assisting agency and ensure that all fuel, air, oil, fluids, etc. (as may be applicable to the specific piece of equipment or vehicle) are full and that the Local Apparatus and all equipment thereon is clean, operating properly, and fully ready for use.

10. **Permitted Use of the Local Apparatus.** This Agreement permits the requesting agency the temporary use of the Local Apparatus at issue for the sole purpose of providing fire/rescue and/or SAR services as may be necessary within the territorial limits which the requesting agency normally serves. The requesting agency will only use the Local Apparatus as may be required for fire/rescue and/or SAR operations. The requesting agency shall make no other use of the Local Apparatus without the prior written consent of the assisting agency.

11. **Costs, Cleaning, and Maintenance.** The requesting agency shall be responsible for the safe and secure storage and operation of all Local Apparatus provided to it by the assisting agency under this Agreement, and the requesting agency receiving the Local Apparatus shall be responsible, at its sole expense, for all costs associated with the use of the Local Apparatus, including but not limited to fuel, maintenance, cleaning, and any other expense associated with the Local Apparatus or use of the Local Apparatus and all equipment supplied by the assisting agency pursuant to this Agreement and included in and upon the Local Apparatus. The requesting agency shall ensure that the Local Apparatus is cleaned and maintained in good and proper working order at all times in accordance with industry and operational standards. Failure to do so shall be grounds for termination of this Agreement. If any tire (as applicable), equipment, or parts damage occurs, if any replacement of said items may be necessary, or if any maintenance may be required to the Local Apparatus, including any communications equipment reprogramming, the requesting agency shall immediately notify the assisting agency of the issue in accordance with this Agreement and shall allow reasonable time for the assisting agency to have access to the Local Apparatus to provide the maintenance and repairs as needed and/or as designated by the assisting agency. Any repair, replacement, maintenance, or communications equipment reprogramming must first and prior to same be approved by the assisting agency in writing.

12. **Licensed, Trained, and Certified Employees Only.** No one is permitted to drive the Local Apparatus if the Local Apparatus is a vehicle, ride upon the Apparatus, use, or operate in any form the Local Apparatus or any equipment on or upon the Local Apparatus unless the person is an employee of the requesting agency who is a Party to this Agreement and has and maintains all current licenses, trainings, and certifications necessary to drive or otherwise use or operate the Local Apparatus, ride thereon, or operate the equipment thereon. All use and operation of the Local Apparatus by the requesting agency shall be in accordance with all customary practices and industry standards. There shall be no operation or use in any form of the Local Apparatus by any third-party.

13. **Daily Activities Report.** The Parties understand and agree that the Local Apparatus may be actively used by the requesting agency. Beginning with the receipt of the Local Apparatus by the requesting agency and continuing until such time as the Local Apparatus is returned to the assisting agency and accepted by the assisting agency, the requesting agency shall prepare, keep, and maintain a daily chronological log and written summary report of each and every activity conducted using the Local Apparatus (“Daily Activities Report”). Within three (3) days of a written notice from the assisting agency to the requesting agency requesting a copy of the Daily Activities Report, the requesting agency shall provide to the assisting agency a copy of the Daily Activities Report.

14. **Signage.** The requesting agency may install identifying signage on portions of the Local Apparatus (as may be applicable) with the prior written approval by the assisting agency of the content, size, location, and installation method.

15. **Management.** The requesting agency agrees to provide adequate supervisory personnel, employed by the requesting agency who is a Party to this Agreement, to supervise the use of the Local Apparatus and compliance with this Agreement.

16. **Training.** The requesting agency agrees to require, at its sole cost and expense, its personnel who will be using the Local Apparatus to attend all training sessions hosted or facilitated by the manufacturer of the Local Apparatus (the “Manufacturer”) or the assisting agency to the extent the assisting agency requires its equivalent personnel to attend the same. In the event the assisting agency reasonably determines that the requesting agency’s personnel require remedial or additional training on the use of the Local Apparatus or any equipment located thereon, the assisting agency may require, at the requesting agency’s cost and expense, its personnel to attend such training. The foregoing notwithstanding, in the event the requesting agency objects to the assisting agency’s requiring such remedial or additional training, the requesting agency may give the assisting agency notice thereof, and the Parties shall seek to resolve their differences in good faith and by informal means.

17. **Security Protocols.** The requesting agency shall require its personnel to strictly adhere to the security protocols established by the assisting agency regarding access and use of the Local Apparatus and any equipment located thereon.

18. **Acceptance, Right of Access and Entry, Repairs, and Maintenance.** If provided by the assisting agency, the requesting agency agrees to accept the Local Apparatus in its current condition. The requesting agency will be able to secure and restrict access to the Local Apparatus when not in use for the requesting agency’s required fire/rescue and/or SAR needs. Notwithstanding the foregoing, the assisting agency, including but not limited to its officials (elected and nonelected), officers, employees, agents, representatives, and consultants, retains the right to enter and have full access to all portions of the Local Apparatus at any time without notice to the requesting agency for the purposes of inspection, to examine the condition thereof, to ascertain compliance with this Agreement or applicable law, or to make any repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the Local Apparatus which the assisting agency, in its sole discretion, determines to make or for any other purpose which the assisting agency deems appropriate as it relates to the Local Apparatus and equipment therein and thereon.

19. **Alterations and Improvements.** No alterations or improvements shall be made by the requesting agency to the Local Apparatus or any equipment thereon without the prior written consent of the assisting agency.

20. **Surrender Need by Assisting Agency, Termination, or End of Term.** Upon the assisting agency’s immediate need for the Local Apparatus, the termination of this Agreement for any reason, or the end of the Term of the Agreement, the requesting agency shall yield and deliver peaceably to the assisting agency possession of the Local Apparatus and any alterations, additions, and improvements made by the requesting agency thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

21. **Liens.** The requesting agency agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and remain a lien on the Local Apparatus or upon the right, title, or interest of the requesting agency created by this Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the requesting agency and in any

event the requesting agency will protect, indemnify, and save harmless the assisting agency from and in respect of any and all such claims.

ARTICLE V **EMPLOYMENT AND PERSONNEL**

22. **Authority of Personnel from the Assisting Agency.** During the period that this Agreement is in force and effect, all Personnel temporarily assigned to the requesting agency from the assisting agency during GMAC shall have and be vested with the same jurisdiction, powers, rights, authority, benefits, privileges, and immunities that they would have in responding to calls for service inside the territorial limits normally served by the assisting agency. Such authority shall apply only to those situations, incidents, and matters which are the subject of this Agreement and so long as each individual Personnel is acting within the course and scope of his or her duties pursuant to this Agreement. Nothing in this Agreement shall be construed or interpreted as to limit or reduce either GFR's or NBFRR's jurisdiction or any statutory or common law authority conferred by the statutes of the State of North Carolina. Further, nothing in this Agreement shall be interpreted or construed so as to limit, waive, or in any way reduce any immunities, defenses, or sovereignty of a Party or to waive, reduce, or limit the immunities, defenses, or privileges of any officers, employees, or staff participating pursuant to and under the terms and conditions of this Agreement.

23. **Command and Supervision.** While operating with the requesting agency and providing assistance pursuant to this Agreement, Personnel from the assisting agency shall be subject to the lawful operational command of the assigned supervisor of the requesting agency and shall operate under the direction of said supervisor from the requesting agency. At all times, for personnel and administrative purposes, including the payment of salaries, wages, bonuses, and other compensation, Personnel from an assisting agency shall remain under the control and authority of the assisting agency. This includes but is not limited to compensation, workers' compensation, and all other benefits ordinarily provided by the assisting agency.

24. **Liability for Compensable Injury to or Death of Personnel.** In addition to any liability which may be attributed to any third-party, for purposes of workers' compensation coverage, each Party will assume all liability and responsibility for the compensable injury to or death of any of its Personnel responding to or engaged in any GMAC request for assistance. Neither Party will assume any liability or responsibility for the injury to or death of any Personnel of the other Party.

25. **Liability when Responding to a Request.** Each Party will assume all liability and responsibility for damage to its own supplies, materials, or equipment when responding to a request for assistance. The assisting agency will not assume any liability or responsibility for damage to the supplies, materials, or equipment of the requesting agency.

26. **Liability to Third-Parties When Responding to a Request.** The requesting agency will assume all liability and responsibility and the assisting agency will bear no liability or responsibility for death, personal injury, or property damage suffered by third persons as a result of actions taken by Personnel of the assisting agency when responding to a request for assistance.

27. **Written Report of Work Performed.** The supervisor of the division or unit of the requesting agency to which the assisting agency's Personnel is temporarily assigned shall provide a written report to the head of the assisting agency summarizing the hours worked and the assignments performed by the assisting agency's assigned Personnel.

28. **Uniforms and Equipment.** All Personnel from the assisting agency assigned to the requesting agency under this Agreement shall report to duty with the requesting agency with the necessary uniforms and equipment that have been issued by the assisting agency. The requesting agency shall supply the Personnel from the assisting agency with any and all additional equipment, supplies, and/or support personnel reasonably necessary to perform all duties requested by the requesting agency.

29. **Disciplinary Actions.** Disciplinary actions arising out of the temporary assignment of Personnel from the assisting agency provided under this Agreement shall remain the sole responsibility of the assisting agency. The supervisor of the requesting agency in charge of the division or unit to which Personnel from the assisting agency has been temporarily assigned pursuant to this Agreement, may at any time relieve any such Personnel from the assisting agency from any or all duties and shall immediately forward a written statement to the head of the assisting agency or designee stating the reason for such action.

30. **Release of Sensitive Information; Interaction with Media.** Personnel shall not release any Sensitive Information, as that term is defined by the NCSAR Program Rules, to the public or media during any operations under the authority of this Agreement without the consent of the local, state, or federal authority having jurisdiction consistent with the Chapter 132 of the North Carolina General Statutes. Only the designated persons of the requesting agency shall provide information releases or conduct interviews with the media in accordance with the policies and procedures of the requesting agency. At no time will Personnel from the assisting agency make any comments to any media representative without receiving permission from both the head of the requesting agency and from the head of the assisting agency.

ARTICLE VI **INSURANCE**

31. During a GMAC event, the requesting agency agrees to secure, carry, and maintain at its expense, insurance coverage with an A.M. Best Rating of A-VII or better during the time it is using the Local Apparatus pursuant to this Agreement. The assisting agency shall be named as an additional insured.

32. All insurance companies must be admitted to do business in North Carolina and be acceptable to the assisting agency's safety/risk manager. If the insurance company(s) is/are a permitted surplus lines insurer, the insurance company name and NAIC number must be submitted to the assisting agency's safety/risk manager for approval before commencing work. The requesting agency shall be required to provide the assisting agency no less than 10 days' notice of cancellation, or any material change, to any insurance coverage required by this Agreement.

33. A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.

34. The assisting agency's review or acceptance of Certificates of Insurance shall not relieve the requesting agency of any requirement to provide the specific insurance coverages set forth in the Agreement nor shall the assisting agency's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

35. The requesting agency agrees to purchase at its own expense insurance coverages on the Apparatus to satisfy the following minimum requirements—a certificate reflecting the following minimum coverages shall accompany this Agreement:

A. **Commercial General Liability:**

Limits:

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

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used, it must be approved by the assisting agency's safety/risk manager. 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.

The assisting agency must be added as an Additional Insured to the Commercial General Liability policy.

B. **Workers' Compensation Insurance:**

The requesting agency shall furnish a Certificate of Insurance for Workers' Compensation for all employees of the requesting agency who may or will be using the Apparatus subject to the North Carolina Workers' Compensation Act. An employee of the requesting agency shall not be considered an employee of the assisting agency, but an employee of the requesting agency.

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.

Workers' Compensation must include all employees.

C. **Requesting Agency's Personal Property:** The assisting agency will not be responsible for any of the requesting agency's property provided, stored, destroyed, or damaged related in any way to this Agreement. The requesting agency shall bear the risk of loss for all of its property associated with the storage or use of the Apparatus.

D. **Cyber:** The assisting agency will not be responsible for providing the requested agency any cyber security or related coverage.

E. **Commercial Automobile Liability:**

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

The assisting agency must be added as an Additional Insured on the Commercial Auto Liability policy.

F. **Crime:** The assisting agency will not be held responsible for any theft, embezzlement, fraud, dishonesty, robbery, disappearance, destruction, or losses related to the storage or use of the Apparatus. The requesting agency shall obtain adequate commercial crime insurance coverage.

ARTICLE VII
DISCLAIMER

36. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IT IS UNDERSTOOD BY THE REQUESTING AGENCY AND THE PARTY HAVING THE REQUESTING AGENCY THAT THE ASSISTING AGENCY AND THE PARTY HAVING THE ASSISTING AGENCY MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE LOCAL APPARATUS OR STATE APPARATUS. ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM OR RELATING TO A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED AND DISCLAIMED. THE PARTY HAVING THE ASSISTING AGENCY SHALL HAVE NO LIABILITY FOR DAMAGES RELATING TO ANY ALLEGED DEFECT IN THE APPARATUS. BY EXECUTING THIS AGREEMENT, THE PARTY HAVING THE REQUESTING AGENCY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY THE PARTY HAVING THE ASSISTING AGENCY IN CONNECTION THEREWITH.

ARTICLE VIII
HOLD HARMLESS AND INDEMNIFICATION

37. The Party having the requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned Personnel from the assisting agency, when acting within the course and scope of the temporarily assigned individual(s) assignment including but not limited to real or personal property or injury including death caused by the use or misuse of any Local Apparatus or State Apparatus, and further agrees to hold harmless and indemnify the Party having the assisting agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment. The Party having the requesting agency shall indemnify and hold harmless the Party having the assisting agency from and against any liability arising from such laws or regulations caused by the requesting agency's storage, maintenance, or use of the Local Apparatus or State Apparatus or failure to act as herein stated. Furthermore, to the fullest extent permitted by law, the Party having the requesting agency shall indemnify, defend, and hold harmless the Party having the assisting agency and its officers (elected and non-elected), employees, agents, representatives, consultants, and assigns ("Assisting Agency Parties") from and against any and all claims, demands, damages, losses, lawsuits, and other proceedings, judgments, causes of action, liabilities, civil penalties, and charges, costs, and expenses, including without limitation reasonable attorneys' fees, and (collectively, a "Claim" or "Claims"), that arise from, or are in any way related to, the requesting agency's storage, maintenance, or use of the Apparatus or obligations of the requesting agency as described herein, including, without limitation, Claims by persons alleging negligence, gross negligence, or actions arising under 42 U.S.C. § 1983, or any other acts or omissions of the Party having the requesting agency and/or its officers (elected and/or non-elected) employees, agents, representatives, consultants and/or assigns. Further, to the fullest extent permitted by law, the Party having the requesting agency hereby agrees to defend, indemnify, and hold harmless any and all Assisting Agency Parties from and against any and all losses, costs, expenses (including reasonable attorneys' fees) and liabilities arising or related in any way to the Party having the requesting agency's breach of any representation, warranty, covenant, or agreement contained herein. The indemnification set forth herein shall in all cases exclude the willful misconduct of the Party having the assisting agency or any of the Assisting Agency Parties. Furthermore, the Party having the requesting agency holds the Party having the assisting agency harmless and indemnifies the Party having the assisting agency from any and all breaches, fines, or penalties, ransomware, or any other first or third-party claims that arise out of the storage, maintenance, or use of the Apparatus.

38. **Waiver of Subrogation:** The Party having the requesting agency waives its right of recovery against the Party having the assisting agency for damage to real or personal property caused by any peril of loss.

39. **Notification of Claims.** Each Party agrees to notify the other Party as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement. Further, the notified Party shall have the right to investigate such incident or occurrence, and the notifying Party will cooperate in this investigation to the fullest extent permitted by applicable state or federal law.

ARTICLE IX
NOTICES

40. **Notices for Activation of GMAC Requests for Assistance.** When temporary GMAC assistance is needed pursuant to this Agreement, the head of the requesting agency shall notify the head of the assisting agency of the need for such assistance, in writing, whenever feasible. In the event a written request is not feasible to do, this Agreement shall act as the writing to satisfy this requirement. An electronic transmission, such as an email or facsimile, containing a request also shall constitute writing under this Agreement. Where a written request is not feasible as the result of an emergency, a written request will be made as soon as practical as a confirmation of oral request. In an emergency situation, a request for assistance may be made in person, by telephone, radio, or other oral means of communication. The head of each agency shall designate a designee who will have authority to request and approve temporary assistance in the absence or incapacity of the head of the signatory agency.

For Greenville:

Brock Davenport
Interim Fire/Rescue Chief
City of Greenville
(Mailing) Post Office Box 7207
Greenville, NC 27835
(Physical) 500 South Greene Street
Greenville, NC 27858
Telephone: (252) 329-4404
Facsimile: (252) 329-4374
Email: bdavenport@greenvillenc.gov

For New Bern:

Robert M. Boyd
Fire-Rescue Chief
City of New Bern
(Mailing) Post Office Box 1129
New Bern, NC 28563
(Physical) 1401 Neuse Boulevard
New Bern, NC 28560
Telephone: (252) 639-2930
Facsimile: (252) 636-1084
Email: boydr@newbernc.gov

41. **All Other Notices.** Unless otherwise specified herein, all notices required or described herein, including all official written notices, shall be deemed to have been duly served to the individuals and addresses as listed herein if: 1) emailed or faxed and mailed via regular U.S. First-Class Mail, postage prepaid; 2) delivered in person (hand delivery); 3) sent by Certified Mail Restricted Delivery, postage prepaid; 4) sent by overnight courier service (with all fees prepaid) of national reputation; or 5) otherwise provided by method which either Party may hereafter designate for itself in writing.

For Greenville:

Brock Davenport
Interim Fire/Rescue Chief
City of Greenville
(Mailing) Post Office Box 7207
Greenville, NC 27835-7207
(Physical) 500 South Greene Street
Greenville, NC 27858
Telephone: (252) 329-4404
Facsimile: (252) 329-4374
Email: bdavenport@greenvillenc.gov

For New Bern:

Robert M. Boyd
Fire-Rescue Chief
City of New Bern
(Mailing) Post Office Box 1129
New Bern, NC 28563-1129
(Physical) 1401 Neuse Boulevard
New Bern, NC 28560
Telephone: (252) 639-2930
Facsimile: (252) 636-1084
Email: boydr@newbernc.gov

With a Copy To:

Emanuel D. McGirt
City Attorney
City of Greenville
City Attorney’s Office
(Mailing) Post Office Box 7207
Greenville, NC 27835-7207
(Physical) 200 West Fifth Street
Greenville, NC 27858
Telephone: (252) 329-4426
Facsimile: (252) 329-4626
Email: emcgirt@greenvillenc.gov

With a Copy To:

Michael Scott Davis
City Attorney
City of New Bern
Davis Hartman Wright, LLP
(Mailing) 209 Pollock Street
New Bern, NC 28560
(Physical) 209 Pollock Street
New Bern, NC 28560
Telephone: (252) 514-2828; (252) 262-7056
Facsimile: (252) 514-9878
Email: msd@dhwlegal.com

42. **Changes in Contact Information.** If either Party hereto changes its address or other contact information for purposes of this Agreement, the Party so changing shall give the other Party appropriate written notice of change of address in the manner specified above.

ARTICLE X
COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS

43. As contract response teams, each agency, GFR and NBFR, shall comply with all provisions of the NCSAR Program Authority, including all regulations and policies implementing or governing the agency’s participation in the NCSAR Program. The requesting agency shall store, maintain, and use the Local Apparatus in a reasonable and orderly manner in full compliance with all policies, regulations, rules, and practices of both the requesting agency and assisting agency and with all applicable federal, state, and local laws and ordinances governing the use of the Local Apparatus and State Apparatus.

ARTICLE XI
NCSAR PROGRAM SPECIFIC REQUIREMENTS

44. **Additional Compliance Obligations.** In addition to the compliance provisions of this Agreement, during the Term of this Agreement, GFR shall maintain its status as an SA and NBFR shall maintain its status as a PA in compliance with the NCSAR Program Authority. Furthermore, when Personnel from either or both of the Parties are On-duty, deployed, or otherwise functioning or operational under the NCSAR Program Authority, the resources shall operate in accordance with all standards and requirements of NCSAR Program as designated and defined by the NCSAR Program Authority.

45. **Central Receipt of Allocated NCSAR Program Funds.** It is understood by the Parties that the State of North Carolina has allocated and may continue to allocate funds to the NCSAR Program participants, such as GFR and NBFR, which are the sole Task Force 10 contract response team participants, to support and maintain the readiness of the individual contract response teams, cover program costs associated with NCSAR Program-related training, equipment, and/or personnel, and otherwise to maintain the quality and readiness of both the GFR

and NBFR contract response teams with NCEM (“NCSAR Program Funds”). To ensure efficiency, centralization, and the unnecessary duplication of resources, it is understood and agreed by the Parties that under the NCSAR Program, as the SA and on behalf of Task Force 10 and each contract response team included therein, when said funds are allocated and dispersed, GFR will receive the total State allocation of all NCSAR Program Funds when allocated. The NCSAR Program Funds are to be separately maintained by Greenville under the authority and direction of the Director of the Greenville Financial Services Department and will be subject to the NCSAR Program Authority, all agreements with NCEM, other applicable laws, and the reimbursement provisions herein stated.

46. **Central Reimbursement of Allocated NCSAR Program Funds.** So as to enable reimbursement of actual eligible training, equipment, and personnel costs associated with maintaining an effective and ready contract response team, both GFR and NBFR are authorized to receive from the Director of the Greenville Financial Services Department reimbursement from the State-appropriated NCSAR Program Funds for qualifying expenses covered under the NCSAR Program. The Parties shall work together and in cooperation with NCEM to develop accounting and reimbursement forms in formats agreed to by the Parties so as to adequately document the resources used and the costs associated with same and comply with the reimbursement requirements of the NCSAR Program, all NCSAR Program Authority, and all auditing requirements as may be applicable. Copies of budgets and expenses shall be freely shared between the Parties as needed to effect this Agreement and the requirements of the NCSAR Program. Reimbursed funds shall go directly to cover actual program costs and be utilized by the agency’s contract response team. The Parties herein shall each maintain all records of any program spending and shall not commingle funds or use program funding for any other purpose other than maintaining or building SAR capability. Commensurate and proportional to the makeup of Task Force 10, wherein approximately 55% of its members are from GFR and 45% of its members are from NBFR, in no event shall the reimbursement provided to GFR exceed 55% of the allocated NCSAR Program Funds received and in no event shall the reimbursement provided to NBFR exceed 45% of the allocated NCSAR Program Funds received. The percentages are subject to change, and the Parties will work together to modify this Agreement should the need to adjust the percentages arise.

47. **Audits.** The Parties agree to share all reports as may be necessary to comply with the auditing requirements of the NCSAR Program Authority and other applicable law.

48. **State Apparatus.** It is understood that certain State Apparatus will be issued, loaned, distributed, housed, and/or otherwise located with and under the care, custody, and control of either or both GFR and NBFR for purposes of readiness and deployment under the NCSAR Program and for use by the Parties as may be necessary. The Parties will work together to assign and distribute State Apparatus as may be requested and required based upon actual and projected needs.

49. **Cooperation to Sponsoring or Bidding Agency or Entity in the North Carolina Search and Rescue Program.** In addition to other cooperation and mutual aid as herein defined, this Agreement shall serve as the cooperative agreement required for purposes of compliance with the NCSAR Program Authority. If a Party is a bidding entity under the NCSAR Program Authority’s bidding process and requests a letter of support from the other Party as may be required

for NCSAR Program participation and funding, the other Party shall make reasonable and prompt effort to support the Party that is a bidding entity and promptly provide a letter of support in a form or format that may be required, said letter of support shall not be unreasonably withheld.

ARTICLE XII **GENERAL TERMS**

50. **Evaluation of Agreement.** The Parties agree that they shall periodically evaluate this Agreement and make appropriate modifications to this Agreement in accordance with the modifications provision herein stated.

51. **Force Majeure.** If the Apparatus is rendered unsuitable for use or is destroyed by reason of fire, earthquake, hurricane, flood, act of God, strikes, work stoppage, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause which is beyond the control of the Parties, the Parties are released from their obligations under this Agreement.

52. **Assignment and Subletting.** This Agreement is personal and the requesting agency shall not assign or transfer this Agreement or any privileges granted hereunder, nor lease or sublet the Apparatus or any portion or part of the Apparatus, nor allow any other person, group, or entity to use the Apparatus during the Term of this Agreement without the prior written consent of the assisting agency.

53. **No Third-Party Benefits.** The Parties do not intend by this Agreement to confer any rights, privileges, or benefits arising out of this Agreement on or to any other persons or entities not signatories to this Agreement.

54. **Relationship of the Parties.** The Party having the requesting agency and its representatives, agents, contractors, and employees have no employment relationship, no joint venture, nor partnership with the Party having the assisting agency with respect to the subject matter of this Agreement.

55. **E-Verify Requirements:** The Parties to this Agreement shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if either Party utilizes a subcontractor, that Party shall require each said subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Both Parties represent that they and their subcontractors that may exist are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

56. **No Waiver.** The waiver by the assisting agency of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of the assisting agency to insist upon the requesting agency's performance in strict accordance with the terms of this Agreement.

57. **Governing Law and Forum; Service of Process.** This Agreement and the rights and obligations of the Parties hereto shall be deemed made in Pitt County, North Carolina, and shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Pitt County, North Carolina. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection.

58. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

59. **No Property Right.** Under no circumstances shall this Agreement be construed as granting to the Party having the requesting agency any right, title, or interest of any kind in the Apparatus or any property of the Party having the assisting agency.

60. **Nondiscrimination.** Each Party agrees to perform its duties under this Agreement in a way that does not discriminate or imply discrimination against any person or group based on age, race, color, national origin, religion, sex, sexual orientation, gender identity, genetic information, political affiliation, or veteran status.

61. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

62. **Entire Agreement; Other Mutual Aid Agreements.** This Agreement, including all attachments hereto (if applicable), contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. This Agreement is the only agreement between the Parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the Parties hereto with respect to the subject matter thereof. Participation in the NCSAR Program shall not limit or supersede either Party's local authorities, responsibilities, or agreements when deploying under those authorities or agreements. This Agreement shall not limit, prohibit, or in any way restrict any other existing mutual aid agreement that may involve one or both of the Parties to this Agreement and another governmental body or agency or the ability of one or both of the Parties to this Agreement from entering into any other mutual aid agreement with any other governmental body or agency, which said other mutual aid agreement may also include the other Party to this Agreement.

63. **Modifications to Agreement.** All changes, amendments, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

64. **Binding Effect.** This instrument shall be binding upon and shall inure to the benefit of the Parties and their heirs, successors, and permitted assigns.

65. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

66. **Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the “Act”), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is “signed” if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party’s Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated by the signatures of their authorized representatives and by the act of requesting assistance, the requesting agency agrees to comply with all of the terms and conditions enumerated in this Agreement for the furnishing of assistance by the assisting agency.

[The Remainder of this Page is Left Blank Intentionally]

[Signatures Begin on Next Page]

CITY OF GREENVILLE

By: P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

GREENVILLE FIRE/RESCUE

By: Brock Davenport, Interim Chief

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Date: _____

Account Number _____

Project Code (if applicable) _____

[Signatures Continue on Next Page]

CITY OF NEW BERN

By: Jeffrey T. Odham, Mayor

ATTEST:

Brenda Blanco, City Clerk

NEW BERN FIRE-RESCUE

By: Robert M. Boyd, Chief

APPROVED AS TO FORM:

BY: Michael Scott Davis, City Attorney

PRE-AUDIT CERTIFICATION:

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

Kim Ostrom, Director of Finance Date:

Account Number

Project Code (if applicable)

[End of Document]



City of Greenville, North Carolina

Meeting Date: 09/11/2023

-
- Title of Item:** Approval for Fire/Rescue Department to Purchase 30 Self-Contained Breathing Apparatus (SCBA) Units
- Explanation:** Fire/Rescue requests to purchase 30 SCBA units from Rhinehart Fire Services for \$317,974.58 in accordance with the 2022 Assistance to Firefighters Grant (AFG) application. The pricing was competitively bid by the North Carolina Sheriff's Association, Contract #24-01-0524.
- Fiscal Note:** Greenville Fire/Rescue received the 2022 Assistance to Firefighters Grant to purchase 30 SCBA units. City Council accepted the grant in the amount of \$270,515.45 on August 8, 2023. The City's portion of the purchase is \$47,459.13, which is included in the Council adopted Fiscal Year 2023-24 General Fund Budget.
- Recommendation:** Staff recommends City Council approve the purchase of 30 SCBA from Rhinehart Fire Services for \$317,974.58.
-

ATTACHMENTS

- [AFG Quote for SCBA.pdf](#)
- [EMW-2022-FG-00728 - Award Package.pdf](#)

QUOTE

RHINEHART FIRE SERVICES

DATE 8/2/2023

22 Piney Park Rd., Asheville NC 28806
 Office 828-273-1789
 Cell Phone (828)506-0736
kathryn@rhinehartfire.com

RHINEHART PRICE HOLD 8/31/23

TO Jesse Harris, Jr. EFO, CFO
 Greenville Fire/Rescue
 City of Greenville, NC
jjharris@greenvillenc.gov
 Cell: 252.933.2200

Quoted with NCSA Contract #24-01-0524

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
KATHRYN BLACK		NET 10	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
30	Scott #X8814025305A04 4500 psi, 2018 NFPA X3Pro Air-Pak w/Standard Harness with Parachute Buckles, CGA threaded connection, Standard Belt with No Escape Rope, Quick Connect EZ Flow Hose Regulator, Universal EBSS Accessory Hose, Pak-Tracker, SEMS II, Less Cylinder, Less Face piece		
60	Scott #804721-01, 4.5 30-MINUTE CARBON CYLINDER WITH CGA VALVE	9,905.75	297,172.50
30	Scott #201215-28 AV-3000 HT face piece (M), 4 Point with right communications bracket		
30	Scott # 201276-11 EPIC 3 Radio Direct Interface Voice Amplifier, Motorola APX radios, *Open Bracket Configuration		
	Estimated Shipping and delivery fees		Included

OTHERLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX	SUBTOTAL	297,172.50
OR SHIPPING CHARGES	SALES TAX (7%)	20,802.08
	TOTAL	317,974.58

Quotation prepared by: KATHRYN BLACK REGIONAL SALE PERSON RHINEHART FIRE SERVICES, INC. _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/13/2023

Jesse Harris
GREENVILLE CITY FINANCIAL SERVICE
200 WEST FIFTH STREET
GREENVILLE, NC 27858

EMW-2022-FG-00728



Dear Jesse Harris,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$270,515.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$27,051.55 for a total approved budget of \$297,567.00. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams". The signature is written in a cursive style.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: GREENVILLE CITY FINANCIAL SERVICE

UEI-EFT: NR7SMYSKWKM3

DUNS number: 072013451

Award number: EMW-2022-FG-00728

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$278,100.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$19,467.00
Indirect charges	\$0.00
Federal	\$270,515.45
Non-federal	\$27,051.55
Total	\$297,567.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

SCBA unit consisting of 2018 NFPA compliant 4500 psi SCBA with harness, CGA threaded connection, regulator, universal EBSS hose, integrated pass and accountability, two 30-minute composite cylinders, face piece with communications.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	30	\$9,270.00	\$278,100.00	Equipment

CHANGE FROM APPLICATION

Description changed
Unit price from **\$11,818.15** to **\$9,270.00**

JUSTIFICATION

This reduction is because the cost requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item. The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item.

Additional funding

DESCRIPTION

North Carolina sales tax of 7%.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	30	\$648.90	\$19,467.00	Other

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

The award reflects a change from the amount requested in the application. Items were originally grouped together in one-line item. Each item requested is now listed as a separate line item.

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: GREENVILLE CITY FINANCIAL SERVICE

UEI-EFT: NR7SMYSKWKM3

DUNS number: 072013451

Award number: EMW-2022-FG-00728

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB’s guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
<p>Article 9</p>	<p>Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>

<p>Article 10</p>	<p>Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
<p>Article 11</p>	<p>Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<p>Article 12</p>	<p>Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<p>Article 13</p>	<p>Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.</p>
<p>Article 14</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>

<p>Article 15</p>	<p>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>
<p>Article 16</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<p>Article 17</p>	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<p>Article 18</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 19</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
<p>Article 20</p>	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>

<p>Article 21</p>	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>
<p>Article 22</p>	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
<p>Article 23</p>	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
<p>Article 24</p>	<p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
<p>Article 25</p>	<p>National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

<p>Article 26</p>	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
<p>Article 27</p>	<p>Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
<p>Article 28</p>	<p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
<p>Article 29</p>	<p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
<p>Article 30</p>	<p>Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
<p>Article 31</p>	<p>Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>

Article 32 Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 41 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FG-00728	2. Amendment No. N/A	3. Recipient No. 566000229	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address GREENVILLE CITY FINANCIAL SERVICE 200 W 5TH ST GREENVILLE, NC 27858		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Jesse Harris		9a. Phone No. 2529332200	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/13/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/20/2023 to 07/19/2025 Budget Period 07/20/2023 to 07/19/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$270,515.45	\$270,515.45	\$27,051.55
Totals			\$0.00	\$270,515.45	\$270,515.45	\$27,051.55
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	07/13/2023



City of Greenville, North Carolina

Meeting Date: 09/11/2023

Title of Item: Approval to Purchase Server Infrastructure Refresh

Explanation: Refreshing server infrastructure is vital to maintain operational efficiency. Benefits include improved performance, reliability, security, and scalability. Legacy server systems experience slower application response times, increased latency, and decreased operational efficiency. Modern server hardware with the latest hardware and processing technologies revitalizes computing power, ensuring faster application response times, reduced latency, and increased operational efficiency. It also reinforces security against cyber threats, ensuring consistent business operations and customer satisfaction. Modern server hardware is designed for scalability and future-readiness, allowing organizations to easily expand computational resources and accommodate emerging technologies.

Energy-efficient components included in newer server infrastructure reduces electricity consumption and costs, aligning with sustainability goals and optimizing resource allocation. It also ensures compliance with evolving regulatory landscapes, ensuring sensitive data is handled in accordance with industry regulations. Technical support and warranty services are also provided to minimize downtime and maximize uptime.

Fiscal Note: Funding for this purchase will come from the approved IT Facilities Improvement Plan (FIP) funds allocated in this fiscal year for \$406,759.72 and includes 3 years of service, support, and hardware maintenance.

Recommendation: Approve the purchase of the new hardware utilizing available funding

ATTACHMENTS

[BlueAlly Nutanix Quote 032966.v2.pdf](#)



Nutanix NCI 6 node

Quote #032966 v2

Prepared For:

City of Greenville

Robert Hudson
200 West 5th Street
Greenville, NC 27835

P: (252) 329-4068

E: rhudson@greenvillenc.gov

Prepared by:

BlueAlly

Tommy Jackson
1225 Crescent Green
Suite 115
Cary, North Carolina 27518

P: 336-782-1400

E: T.Jackson@blueally.com

Date Issued:

08.23.2023

Expires:

09.20.2023

Pricing Notes

GSA Schedule Contract # 47QSWA18D008F

Nutanix		Price	Qty	Ext. Price
SW-NCI-ULT-PR-3YR-611	Subscription, Nutanix Cloud Infrastructure (NCI) Ultimate Software License & Production Software Support Service for 1 CPU Core, 3 Years	\$1,146.58	192	\$220,143.36
Term-Months	Term in months	\$0.00	36	\$0.00
SW-NCM-STR-PR-3YR-611	Subscription, Nutanix Cloud Management (NCM) Starter Software License & Production Software Support Service for 1 CPU Core, 3 Years	\$153.22	192	\$29,418.24
Term-Months	Term in months	\$0.00	36	\$0.00
CNS-INF-A-SVC-DEP-STR-611	Infrastructure Modernization Service Offering. HCI Cluster Deployment at single site quantity of nodes to deploy.	\$1,798.41	6	\$10,790.46
AHV	Nutanix AHV Hypervisor	\$0.00	6	\$0.00
CNS-INF-A-SVC-MCR-STD	Service, NCI Flow Network Security Microsegmentation Deployment. 10 Policy Pack.	\$6,036.66	1	\$6,036.66
NTX-DX-HCI-SOLUTION-1-CTO-120	Nutanix Enterprise Hyperconverged Platform - Tier 1 The NTX-DX-HCI-SOLUTION-1-CTO-120 is our GSA DX Bundle SKU, and contains the below P56703-B21 qty 6 P56703-B21#ABA qty 6 P43451-B21 qty 12 P43170-B21 qty 72 P56766-B21 qty 18 P35152-B21 qty 36 P35837-B21 qty 6 P24345-B21 qty 6 P43275-B21 qty 6 P18223-B21 qty 12 P24372-B21 qty 6 P40794-B21 qty 12 R6T15A qty 6 P24351-B21 qty 6	\$138,037.67	1	\$138,037.67
			Subtotal:	\$404,426.39

Shipping		Price	Qty	Ext. Price
Shipping	Shipping Charges	\$2,333.33	1	\$2,333.33
			Subtotal:	\$2,333.33



Quote Summary		Amount
Nutanix		\$404,426.39
	Subtotal:	\$404,426.39
	Shipping:	\$2,333.33
	Total:	\$406,759.72

Please ask your BlueAlly Sales Representative about Managed Services.

The information contained herein is the intellectual property of BlueAlly. This quotation is an invitation to offer only. The prices quoted shall remain firm for 30 days from the date hereof, unless modified in writing by BlueAlly. The customer is obligated to pay for this purchase within 30 days of original invoice. Payment may be made either through third party financing or by payment from the customer. FOB - Freight collect. This quote includes a 3% discount for payment by cash or check on agreed terms. Payment through credit card will result in the loss of this additional discount.

Please Reference Quote Number on all Purchase Orders

Acceptance	
BlueAlly	City of Greenville
Tommy Jackson	Robert Hudson
Signature / Name	Signature / Name Initials
08/23/2023	
Date	Date



City of Greenville, North Carolina

Meeting Date: 09/11/2023

Title of Item: Resolution Declaring 21 Vehicles and Equipment as Surplus and Authorization to Purchase 21 Replacement Vehicles and Equipment for Various City Departments

Explanation: The Public Works Department has determined the 21 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 declare these items as surplus and authorize the sale of the vehicles via GovDeals, the City’s online auction service. All assets are obsolete, experiencing multiple repairs, and/or beyond their useful lives.

The Financial Services Manager has the authority to dispose of surplus property with an estimated value of less than \$30,000. The items listed for surplus may each have a value in excess of \$30,000; therefore, City Council is asked to declare these items as surplus and authorize their disposition in accordance with NCGS 160A-270.

Asset #	Year	Manufacturer	Model	Description	Serial Number
8119	2012	KUBOTA	L45TB	BACKHOE	51393
8256	2013	FORD	E450	RESCUE TRUCK	1FDXE4FS1DDA30456
10297	2019	CHEVROLET	TAHOE-4WD	SUV	1GNSKDEC7KR177681
6998	2010	DODGE	CHARGER-PD	SEDAN	2B3AA4CV9AH199242
7094	2011	CHEVROLET	POLICE SEDAN	SEDAN	2G1WD5EM1B1219234
8078	2013	FORD	TAURUS-PD 1	SEDAN	1FAHP2MT9DG126956
8204	2014	FORD	TAURUS-PD 1	SEDAN	1FAHP2MT1EG145454
8280	2015	FORD	EXPLORER-PD	SUV	1FM5K8AT7FGB41828
8284	2015	FORD	EXPLORER-PD	SUV	1FM5K8AT2FGB41834
8285	2015	FORD	EXPLORER-PD	SUV	1FM5K8AT9FGB41832
8308	2015	CHEVROLET	TAHOE-4WD	SUV	1GNSK2EC1FR693206
10013	2016	FORD	TAURUS-PD I	SEDAN	1FAHP2MT1GG109315
10014	2016	FORD	TAURUS-PD I	SEDAN	1FAHP2MT5GG109320

10058	2016	FORD	EXPLORER-PD	SUV	1FM5K8AT3GGC51843
10130	2016	FORD	TAURUS-PD I	SEDAN	1FAHP2MT5GG150949
10454	2022	MACK	LR64	SIDE LOADER	1M2LR2GC0NM005550
10459	2022	MACK	LR64	SIDE LOADER	1M2LR2GC6NM005553
10460	2022	MACK	LR64	SIDE LOADER	1M2LR2GC2NM005551
10461	2022	MACK	LR64	SIDE LOADER	1M2LR2GC6NM005552
8327	2016	FREIGHTLINER	M2106	SWEEPER	1FVACXDT2GHGR7117
10128	2017	HYUNDAI	R80CR9A	EXCAVATOR	HHKHZ104AH0000594

The Public Works Department is requesting to purchase 21 replacement vehicles and/or equipment for various City departments at a cost of \$3,606,500.00. The replacement vehicles/equipment will be funded utilizing monies available in the FY 2024 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, HGACBuy Contracts, and The Interlocal Purchasing System (TIPS) Contracts:

Building & Grounds:

(1) L47 Kubota Backhoe – Replacing # 8119

Fire/Rescue Department (EMS):

(1) Ford F-150 Pickups – Replacing # 10297

(1) Ford E-450 Wheeled Coach Ambulance – Replacing # 8256

Police Department:

(11) Ford Explorer Police (Upfitted) – Replacing #'s 8285, 8204, 8280, 10058, 10014, 8284, 10013, 7094, 8078, 10130, 6998

(1) Ford Expedition (K9 Upfitted) – Replacing # 8308

Sanitation:

(4) Dennis Eagle / Labrie Body Side Loaders – Replacing #' 10454, 10459, 10460, 10461

Street/Stormwater:

(1) Caterpillar 309 Excavator – Replacing # 10128

(1) Bucher V65h Street Sweeper – Replacing # 8327

A list of the vehicles/equipment being replaced is attached.

Fiscal Note:

Funding for these purchases will come from the Vehicle Replacement Fund (VRF) with budget appropriations transferred from the following funding sources:

General Fund: \$1,407,500
Sanitation Fund: \$1,670,000
Storm Water Fund: 529,000

Recommendation: City Council (1) approve the resolution declaring the 21 vehicles/equipment being replaced as surplus and authorizing the Financial Services Manager to proceed with the sale of the vehicles via electronic auction and (2) authorize the purchase of the 21 vehicles/equipment as listed using the Vehicle Replacement Fund.

ATTACHMENTS

- [SURPLUS RESOLUTION FY23 -updated 8-30-23 Doc#1184858v1.pdf](#)
- [FY_24_repl.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	Manufacture	Model	Description	Serial Number
8119	2012	KUBOTA	L45TB	BACKHOE	51393
8256	2013	FORD	E450	RESCUE TRUCK	1FDXE4FS1DDA30456
10297	2019	CHEVROLET	TAHOE-4WD	SUV	1GNSKDEC7KR177681
6998	2010	DODGE	CHARGER-POLICE	SEDAN	2B3AA4CV9AH199242
7094	2011	CHEVROLET	POLICE SEDAN	SEDAN	2G1WD5EM1B1219234
8078	2013	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT9DG126956
8204	2014	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT1EG145454
8280	2015	FORD	EXPLORER-POLICE	SUV	1FM5K8AT7FGB41828
8284	2015	FORD	EXPLORER-POLICE	SUV	1FM5K8AT2FGB41834
8285	2015	FORD	EXPLORER-POLICE	SUV	1FM5K8AT9FGB41832
8308	2015	CHEVROLET	TAHOE-4WD	SUV	1GNSK2EC1FR693206
10013	2016	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT1GG109315
10014	2016	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT5GG109320
10058	2016	FORD	EXPLORER-POLICE	SUV	1FM5K8AT3GGC51843
10130	2016	FORD	TAURUS-POLICE I	SEDAN	1FAHP2MT5GG150949
10454	2022	MACK	LR64	SIDE LOADER	1M2LR2GC0NM005550
10459	2022	MACK	LR64	SIDE LOADER	1M2LR2GC6NM005553
10460	2022	MACK	LR64	SIDE LOADER	1M2LR2GC2NM005551
10461	2022	MACK	LR64	SIDE LOADER	1M2LR2GC6NM005552
8327	2016	FREIGHTLINER	M2106	SWEEPER	1FVACXDT2GHGR7117
10128	2017	HYUNDAI	R80CR9A	EXCAVATOR	HHKHZ104AH0000594

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 property; and,

WHEREAS, North Carolina General Statutes 160A-270 provides for the sale of such City property by electronic auction;

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 September 29, 2023, at 3:00 p.m. via electronic auction on GovDeals - www.govdeals.com, said electronic address is 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 the 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 14th day of September, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Asset #	Department or Division	Year	Manufacturer	Model	Description	Mileage	Original Cost	Status	Usage Type	Downtime	Replacement Vehicle	Replacement Cost	Total Points	Recommendation
8119	BUILDINGS & GROUNDS	2012	KUBOTA	L45TB	BACKHOE	3453	\$46,280.00	A	SEVERE USE	3059.41	L47 Kubota Backhoe	\$62,000.00	47.05	Immediate Replacement
												\$62,000.00		
10297	EMS	2019	CHEVROLET	TAHOE-4WD	SUV	116982	\$43,685.74	A	SEVERE USE	3190.37	2024 Ford F-150 Super Crew (up fitted)	\$70,000.00	43.10	Immediate Replacement
8256	EMS	2013	FORD	E450	RESCUE TRUCK	89460	\$235,104.14	A	SEVERE USE	5994.33	EMS Ultramatic	\$525,000.00	38.25	Poor
												\$595,000.00		
8285	POLICE	2015	FORD	EXPLORER-POLICE	SUV	73652	\$32,225.00	A	HEAVY USE	5030.84	2024 Ford Explorer Police (up fitted)	\$62,000.00	41.59	Immediate Replacement
8204	POLICE	2014	FORD	TAURUS-POLICE I	SEDAN	104508	\$35,245.44	A	SEVERE USE	2912.12	2024 Ford Explorer Police (up fitted)	\$62,000.00	40.64	Immediate Replacement
8308	POLICE	2015	CHEVROLET	TAHOE-4WD	SUV	114983	\$37,482.16	A	NORMAL USE	2242.38	2024 Ford Expedition (K9 up fitted)	\$68,500.00	39.83	Poor
8280	POLICE	2015	FORD	EXPLORER-POLICE	SUV	90519	\$36,029.05	A	HEAVY USE	3706.28	2024 Ford Explorer Police (up fitted)	\$62,000.00	39.70	Poor
10058	POLICE	2016	FORD	EXPLORER-POLICE	SUV	94676	\$48,866.64	A	SEVERE USE	2877.54	2024 Ford Explorer Police (up fitted)	\$62,000.00	39.39	Poor
10014	POLICE	2016	FORD	TAURUS-POLICE I	SEDAN	81011	\$35,432.65	A	HEAVY USE	2642.22	2024 Ford Explorer Police (up fitted)	\$62,000.00	39.03	Poor
8284	POLICE	2015	FORD	EXPLORER-POLICE	SUV	85157	\$36,029.05	A	HEAVY USE	3976.52	2024 Ford Explorer Police (up fitted)	\$62,000.00	38.00	Poor
10013	POLICE	2016	FORD	TAURUS-POLICE I	SEDAN	74660	\$35,432.65	A	HEAVY USE	3324.06	2024 Ford Explorer Police (up fitted)	\$62,000.00	37.90	Poor
7094	POLICE	2011	CHEVROLET	POLICE SEDAN	SEDAN	82311	\$21,208.00	A	NORMAL USE	2269.2	2024 Ford Explorer Police (up fitted)	\$62,000.00	37.70	Poor
8078	POLICE	2013	FORD	TAURUS-POLICE I	SEDAN	98220	\$35,500.00	A	HEAVY USE	2997.97	2024 Ford Explorer Police (up fitted)	\$62,000.00	37.61	Poor
10130	POLICE	2016	FORD	TAURUS-POLICE I	SEDAN	109857	\$33,668.51	A	SEVERE USE	2697.48	2024 Ford Explorer Police (up fitted)	\$62,000.00	37.55	Poor
6998	POLICE	2010	DODGE	CHARGER-POLICE	SEDAN	76773	\$20,212.00	A	NORMAL USE	2973.97	2024 Ford Explorer Police (up fitted)	\$62,000.00	37.36	Poor
												\$750,500.00		
10454	SANITATION	2022	MACK	LR64	SIDE LOADER	11742	\$0.00	L	SEVERE USE	1158.25	2024 Dennis Eagle / Labrie	\$417,500.00		LEASE
10459	SANITATION	2022	MACK	LR64	SIDE LOADER	10326	\$0.00	L	SEVERE USE	1198.3	2024 Dennis Eagle / Labrie	\$417,500.00		LEASE
10460	SANITATION	2022	MACK	LR64	SIDE LOADER	11402	\$0.00	L	SEVERE USE	133.86	2024 Dennis Eagle / Labrie	\$417,500.00		LEASE
10461	SANITATION	2022	MACK	LR64	SIDE LOADER	12223	\$0.00	L	SEVERE USE	1508.6	2024 Dennis Eagle / Labrie	\$417,500.00		LEASE
												\$1,670,000.00		
10128	STORM WATER STREET	2017	HYUNDAI	R80CR9A	EXCAVATOR	2759.9	\$93,705.49	A	HEAVY USE	9360	Cat 309 Excavator	\$209,000.00	40.09	Immediate Replacement
8327	STORM WATER STREET	2016	FREIGHTLINER	M2106	SWEEPER	68463	\$260,121.00	A	HEAVY USE	8927.05	2024 Bucher V65h Street Sweeper	\$320,000.00	40.01	Immediate Replacement
												\$529,000.00		
Total												\$3,606,500.00		

General Fund	\$1,407,500.00		
Sanitation Fund	\$1,670,000.00		
Storm Water Fund	\$529,000.00		
Total	\$3,606,500.00	Total Units	21



City of Greenville, North Carolina

Meeting Date: 09/11/2023

Title of Item: HH Architecture Energy Tax Allocation Request for Improvements Completed at Eppes Recreation Center

Explanation: HH Architecture is seeking an Energy Tax Allocation for their work on the renovations of Eppes Recreation Center, 400 Nash Street. These improvements included: a teen lounge, relocation of front entrance, renovations and updates to the weight room, installation of HVAC in the Eppes Alumni and Police Athletic League areas, other aesthetic improvements to the Eppes Alumni area, renovations to offices and computer lab, ADA accessibility, and resurfacing of the parking lot with landscaping enhancements. On October 8, 2020, City Council initially authorized approval of HH Architecture's selection as the design firm and permitted negotiations. On October 19, 2020, City Council approved the contract with HH Architecture.

The Energy Policy Act enacted Section 179D of the Internal Revenue Code and it provides eligibility for a tax deduction with respect to energy efficient commercial buildings. According to the rule, the owner of a commercial building is entitled to receive a tax deduction for energy efficient improvements. If the commercial building is owned by a government entity, including a local government, that is typically tax-exempt, the owner of the property may allocate the 179D deduction to the party primarily responsible for designing the property. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

In June 2022, the renovations of Eppes Recreation Center were complete. Based on the cost of the improvements to Eppes Recreation Center totaling \$1,135,000, HH Architecture is eligible to receive an energy efficient tax deduction of \$33,300.

Prior to submission of the energy tax deduction, HH Architecture must complete a site visit to Eppes Recreation Center for certification of the energy efficient improvements that qualify for the tax deduction.

Fiscal Note: There is no fiscal impact for the City.

Recommendation: Staff recommends City Council approve HH Architecture's request for the Energy Tax Allocation related to the improvements at Eppes Recreation Center.

ATTACHMENTS

[City of Greenville - 179D Allocation Letter.pdf](#)

§ 179D Energy Tax Allocation

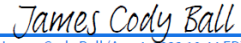
In an effort to support sustainable building, Section 1331 of The Energy Policy Act enacted § 179D of the Internal Revenue Service code which provides a deduction with respect to energy efficient commercial buildings. In the case of energy efficient commercial building property that is installed on or in property owned by a Federal, State, local government, a political subdivision, (pursuant to The Inflation Reduction Act of 2022) non-profit and tax-exempt placed in service after January 1, 2023 thereof, the owner of the property may allocate the § 179D deduction to the party primarily responsible for designing the property. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service. This writing is such an allocation, and the following basic information must be verified about the property.

Property Information:					
OWNER	BUILDING NAME	ADDRESS	COST OF PROPERTY	PLACED IN SERVICE	179D ALLOCATION AMOUNT
City of Greenville	CM Eppes Recreation Center	400 Nash St, Greenville, NC 27834	\$1,135,000	2022	\$33,300

Under penalties of perjury, I declare that I have examined this allocation letter, including any accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

Authorized Representative at the Property:	
NAME:	
ADDRESS:	
PHONE:	
SIGNATURE:	

I also understand that the Basis of the subject building must be reduced by the amount of the 179D deduction allocated to the designer and as indicated in the 179D certification.

Authorized Representative of the Designer:	
NAME:	Cody Ball
COMPANY:	HH Architecture
ADDRESS:	1100 Dresser Court, Raleigh, NC 27609
PHONE:	984 500-5292
SIGNATURE:	 <small>James Cody Ball (Aug 4, 2023 10:44 EDT)</small>



City of Greenville, North Carolina

Meeting Date: 09/11/2023

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:

Payee	Adjustment Refunds	Amount
FAISON, CHRISTOPHER DARNELL	Registered Motor Vehicle	633.67
VARGAS GONZALES, IDELFONSO	Registered Motor Vehicle	624.84
JACKSON, SAMUEL LEE	Registered Motor Vehicle	566.97
WAICKWICZ, JOHN JAMES III	Registered Motor Vehicle	504.14
ROACH, BREANNA CAMPBELL	Registered Motor Vehicle	425.48
GRIFFIN, THOMAS HAMMETT	Registered Motor Vehicle	420.38
BAKER, TONY LAMONT	Registered Motor Vehicle	327.17
DE QUEIROZ, JUSTIN RYAN	Registered Motor Vehicle	288.19
WISE, MAREENA NICOLE	Registered Motor Vehicle	284.71
LANG, PETER RENARD	Registered Motor Vehicle	275.40
ATWELL, JAMES ROBERT	Registered Motor Vehicle	236.69
CAMP, JESSICA LEIGH	Registered Motor Vehicle	221.80
QUEIROZ, NIVALDO	Registered Motor Vehicle	209.25

COLE, JACK CECIL	Registered Motor Vehicle	204.82
DIXON, MACK VERNON JR	Registered Motor Vehicle	202.43
ATEN, CARL	Registered Motor Vehicle	193.40
MCWATERS, BOBBIE RAE	Registered Motor Vehicle	192.03
BIZET, DIANA LYNN	Registered Motor Vehicle	191.63
CAMP, AARON JEFFERY	Registered Motor Vehicle	184.94
HOLLOMAN, HAROLD LLOYD JR	Registered Motor Vehicle	163.77
PARKER, NATHANIEL WAYNE	Registered Motor Vehicle	163.69
PEREZ, EVANDER	Registered Motor Vehicle	161.79
GIBBS, ELI MORGAN HOON	Registered Motor Vehicle	144.43
TOWN OF AYDEN	Registered Motor Vehicle	143.50
CAMPBELL, CLAUDIA MAE	Registered Motor Vehicle	126.31
SIMS, CASLEE BRIAN	Registered Motor Vehicle	123.89
WHITE, TYANNA	Registered Motor Vehicle	117.31
ZHENG, XIU JIAN	Registered Motor Vehicle	114.76
BARRERA, SAUL ORLANDO	Registered Motor Vehicle	111.42
WOOTEN, BENJAMIN FRANKLIN	Registered Motor Vehicle	110.00
TUNSTALL, PATRICIA STOKES	Registered Motor Vehicle	105.46
BROWN, WILLIAM SCOTT	Registered Motor Vehicle	104.07
MOORE, WILLIAM BRANDON	Registered Motor Vehicle	102.33
HARBIN, WALTER THOMAS	Registered Motor Vehicle	100.36

Fiscal Note: The total refunded is \$8,081.03

Recommendation: Approval of taxes refunded by City Council



City of Greenville,
North Carolina

Meeting Date: 09/11/2023

<u>Title of Item:</u>	Annual Board & Commission Presentations - Firefighters' Relief Fund Committee, Greenville Housing Authority
<u>Explanation:</u>	Boards and commissions are annually scheduled to make brief presentations to the City Council. The Firefighters' Relief Fund Committee and Greenville Housing Authority are scheduled to make presentations to the City Council in September 2023.
<u>Fiscal Note:</u>	No direct fiscal impact.
<u>Recommendation:</u>	Hear the presentations from the Firefighters' Relief Fund Committee and Greenville Housing Authority.



City of Greenville, North Carolina

Meeting Date: 09/11/2023

Title of Item: Interlocal Agreement Between the City of Greenville and Pitt County for Use of Pitt County's Public Safety Radio System

Explanation: The City of Greenville's Police Department and Fire / Rescue Department both currently utilize the State of North Carolina's Voice Interoperability Plan for First Responders (VIPER) radio system for all public safety communications. The VIPER system provides interoperability to public safety agencies serving the citizens of North Carolina. The system was designed for outdoor mobile coverage with the State Highway patrol being the system's primary user.

Given the VIPER system was designed for outdoor usage, the VIPER system is not the most ideal for covering inside of buildings. Therefore, City based public safety agencies, such as the City of Greenville, can find operating on a system such as VIPER difficult and less efficient. Municipal public safety agencies often have the need to enter buildings, businesses and homes on a daily basis. For such agencies, a more robust system with better internal capability significantly enhances the efficiency of public safety communication, particularly in times of great need.

Conversely, Pitt County has purchased and installed a Motorola radio system that provides extensive coverage throughout the County, including the City of Greenville. The County's system provides much deeper coverage into buildings through the City's operational area. In addition, Pitt County is the City's most significant interoperability partner. All 911 calls for the City originate at the County 911 center, which is currently the primary dispatcher for the City's Fire / Rescue. From a mutual aid perspective, the City and the County respond to each other's calls on a daily basis. For such reasons, the City has expressed an interest to the County to join the County radio system so as to simplify communication between the City and County and improve the City's radio coverage.

On November 7, 2022 the City Council authorized the City Manager to execute a contract between the City and Motorola for the purchase and replacement of approximately 680 public safety radios for the Greenville Police Department and Greenville Fire / Rescue. With the replacement of the City's public safety radios, now provides the perfect opportunity for the City to partner with the County to add the City's public safety radios to the County's radio system.

On September 11, 2023, City staff will present to Council for adoption an interlocal agreement between the City and the County for the City's use of the

County's public safety radio system. The interlocal agreement is attached for Council review. The following is summary of the primary terms of the agreement:

- The initial term of the agreement will be for two years and will automatically renew thereafter for five additional one-year terms.
- The City will pay the County a fee per radio for use of the County system as follows:
 - \$15.00 per month per radio for 250 radios
 - \$10.50 per month per radio for each additional radio above 250
- The City shall make payment to the County on a quarterly basis.
- The City shall be responsible for the purchase, annual maintenance, and the cost of upgrades for all of the City's radios.
- The County will provide all equipment necessary for the City to join and utilize the County system.
- The County will be responsible for the maintenance and operation of all aspects of the County's radio system.

With Council adoption of the proposed interlocal agreement, the City will work in conjunction with Motorola and the County to program the City's newly purchased Motorola radios to communicate through the County system.

Fiscal Note:

The City will pay the County a fee per radio for use of the County system as follows:

- \$15.00 per month per radio for 250 radios
- \$10.50 per month per radio for each additional radio above 250

Funding for the contract is included in the Fiscal Year 2023-24 budget.

Recommendation:

City Council Consider the Interlocal Agreement Between the City of Greenville and Pitt County for Use of Pitt County's Public Safety Radio System

ATTACHMENTS

[COG-#1185169-v1-Pitt_County-COG--Interlocal_Agreement_for_Use_of_700_MHz_Radio_System.docx](#)

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

**INTERLOCAL AGREEMENT FOR USE OF
PITT COUNTY 700 MHz RADIO SYSTEM**

THIS Interlocal Agreement for Use of Pitt County 700 MHz Radio System (“Agreement”) is made and entered into this the ____ day of _____, 2023, by and between Pitt County, a political subdivision of the State of North Carolina, with offices located at 1717 West Fifth Street, Greenville, North Carolina (the “County”) and the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, with offices located at 200 West Fifth Street, Greenville, North Carolina 27858, which includes its police department, the Greenville Police Department (“GPD”) and its fire and rescue department, Greenville Fire/Rescue (“GFR”) (collectively the “City”). The County and the City are each individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, this Agreement is made under the authority of Chapter 160A, Article 20 of the North Carolina General Statutes, particularly N.C.G.S. § 160A-461 and 160A-464;

WHEREAS, the County has purchased and installed a Motorola 700 MHz L-2 Core ASTRO P—25 TDMA Radio System (the “System”), to provide improved public safety communications, including emergency and non-emergency, which can be expanded to accommodate the requirements of the County; and

WHEREAS, on November 7, 2022 the City Council authorized the City Manager to execute any contracts and/or documents necessary between the City and Motorola for the purchase and replacement of approximately 680 public safety radios for GPD and GFR; and

WHEREAS, the City has expressed an interest to use the System as the primary means of communication for the public safety radios purchased by the City; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement to provide the terms and conditions of their agreement, including fees to be paid by the City to the County for use of the System.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Purpose:** The purpose of this Agreement is to set forth the rights and obligations regarding the use of the System by the City for the operation of the City’s public safety radios by GPD and GFR.

2. **Effective Date:** The Effective Date of this Agreement shall be the date when the City first uses the System for operational purposes (excluding setup, testing, and training). The Parties shall promptly memorialize this Effective Date by indicating the date on a certificate that is approved in writing by authorized personnel of each Party.

3. **Term:** The initial term of this Agreement shall be from the Effective Date through June 30, 2025. This Agreement shall thereafter automatically renew for additional one year terms, for a total of five years unless either Party gives at least one year's written notice of termination to the other Party or the Agreement is terminated as prescribed herein.

4. **Termination.** Either Party may terminate this Agreement with or without cause by giving the other Party 60 days' written notice as herein provided.

5. **Subscriber Unit(s):** For the purpose of this Agreement, a Subscriber Unit means a radio owned by the City for GPD and/or GFR's utilization of the System with operational access to the System.

- A. The City shall solely be responsible for the purchase, annual maintenance expenses, and the costs of upgrades of all Subscriber Units.
- B. The County shall provide without cost to the City all ancillary equipment necessary for Motorola Subscriber Units to join and utilize the System.
- C. Any non-Motorola Subscriber Units shall be P25 Phase 2 capable. The City shall purchase for the County the necessary software and hardware equipment for the programming and utilization of any non-Motorola Subscriber Units. Any ancillary equipment needed for the City to join and utilize the System shall be Motorola compatible (Motorola approved) and purchased at the sole expense of the City.
- D. All Subscriber Units shall be assigned a radio ID. Each radio ID shall be assigned by the County. No Subscriber Unit shall be granted access to the System unless a radio ID has been assigned by the County. The City shall be responsible for the full cost to purchase the radio IDs assigned by the County to the Subscriber Units.
- E. All Subscriber Units must be maintained and programmed in accordance with County specifications, which shall be provided to the City. The County will maintain the system key, but will provide a programming button to allow the City the ability to program the Subscriber Units that have an approved and assigned radio ID, with approved talk groups/channels only. Private channels are for the use of the County, and its subsequent Subscriber Units, only.

6. **Subscriber Fee:** During the term of the Agreement, the City shall pay to the County each month a Subscriber Fee for each Subscriber Unit as follows:

- A. **Subscriber Unit(s) as of Effective Date:** For all Subscriber Units as of the Effective Date, the City shall pay to the County a Subscriber Fee of:

- 1) \$15.00 per month per Subscriber Unit for a total of 250 Subscriber Units; not to exceed a total of \$3,750 per month or \$11,250 quarterly; and
- 2) \$10.50 per month, 30% discount per Subscriber Unit, for each Subscriber Unit in excess of 250.

The total number of Subscriber Units on the Effective Date shall be memorialized by indicating the total number of Subscriber Units on a certificate that is approved in writing by authorized personnel of both Parties. The certificate shall indicate the number of Subscriber Units subject to the \$15.00 per month rate and the number of Subscriber Units subject to the discounted \$10.50 per month rate on the Effective Date.

- B. Subscriber Units Added After Effective Date: For additional Subscriber Units with operational access to the System added after the Effective Date, the City shall pay a discounted Subscriber Fee of \$10.50 per month.

Payment of the applicable Subscriber Fee shall be made by the City to the County quarterly. The Subscriber Fee includes all costs to be made by the City to the County for the access and use of the System. There shall be no additional charge to the City for the use of the System, including but not limited to, an additional charge for airtime.

7. **Infrastructure:** The County shall own, operate, maintain, and administer all aspects of the System in a professional manner and in accordance with industry standards so as to ensure the long-term and reliable provision of the System's coverage and capacity requirements. Performance shall be as specified in the contract between the County and Motorola dated August 1, 2011, which performance requirements therein are incorporated herein by reference. The County shall be responsible for maintaining the System so that the System complies with said performance requirements and has the capacity to accommodate the number of Subscriber Units the County allows to use the System, including County use and all agencies granted access and use of the System.

8. **Priorities:** It is understood that public safety agency access and utilization of the System is first priority and that the access of other agencies, whether currently on the System or requesting service in the future, may be restricted to avoid negatively impacting public safety use of the System. A public safety agency is defined as an agency whose primary function is law enforcement, firefighting, or emergency medical care. The Parties recognize and agree that GPD and GFR are each a public safety agency.

9. **Federal Communications Commission Licenses:** Throughout the term of this Agreement, the County will provide the use to the City of radio frequencies licensed to the County. Use of the frequencies shall comply with the rules and policies of the Federal Communications Commission (FCC), any other applicable federal and State law, and the specific authorizations of the County. The County shall be responsible for ensuring that the frequencies are used properly and the City shall provide to the County reasonable access to facilities and equipment as may be necessary to ensure compliance. The County shall perform all necessary administrative

responsibilities with regard to the FCC Licenses, which shall include the timely renewal of all licenses and responding to all FCC inquiries. During the term of this Agreement, neither Party shall take any action, or fail to take any action, regarding the FCC Licenses, which would inhibit or prevent operation of the System. Upon termination of this Agreement for any reason, the frequencies associated with the FCC Licenses shall remain with the County.

10. **Amendments and Waiver:** The County reserves the right to change or modify any terms of this Agreement provided the City is notified in writing prior to the change going into effect. Upon receipt of written notice provided by the County to the City changing or modifying the terms, the City can within 90 days accept the change or modification by completing any necessary amendments in writing, or the City in writing can reject the change or modification, which operates to terminate this Agreement 90 days from the date of the City's writing rejecting the change or modification. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Parties.

11. **Independent Contractor:** The Parties are and shall each remain independent contractors with respect to all services performed under this Agreement.

12. **Indemnification:** Each Party shall indemnify and hold the other Party harmless from and against any and all loss, damage, cost, or expense caused by the negligent or wrongful act or omission of any employee of the indemnifying Party. Except as permitted by law, neither Party shall be liable to the other for any indirect, incidental, consequential, or punitive damages.

13. **Choice of Law; 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 County and the City. 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.

14. **Notices:**

- A. **Delivery:** All notices or communications required or permitted by this Agreement shall be in writing and delivered via personal delivery, a recognized national overnight delivery service, or by certified mail, return receipt requested. In addition, Subsection B must be complied with.
- B. **Additional Notice by Email:** In addition to complying with Subsection A, the Party giving notice or other communication to the other Party shall also send it by email if the other Party has provided a valid, working email address.
- C. **Change of Address; Discovery of Invalid Email Address:** A change of address, email address, telephone number, or person to receive notice may be made by either Party by notice given to the other Party. At any time that a Party discovers that the other Party has provided it an email address that

is not valid, the discovering Party shall provide notice of the discovery to the other Party, so that it can substitute a valid email address.

- D. **Date Notice Deemed Given:** If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both Subsection A and Subsection B have been complied with.
- E. **Addresses:** Subject to change pursuant to Subsection D, the addresses for these notices, are:

For the County:

Janis E. Gallagher
County Manager
County of Pitt
(Physical and Mailing)
1717 West Fifth Street
Greenville, NC 27834
Email: janis.gallagher@pittcountync.gov

With Copy to:

Bryan E. Wardell
County Attorney
County of Pitt
(Physical and Mailing)
1717 West Fifth Street
Greenville, NC 27834
Email: bryan.wardell@pittcountync.gov

For the City:

Ann E. Wall
City Manager
City of Greenville
(Physical)
200 West Fifth Street
Greenville, NC 27858
(Mailing)
P.O. Box 7207
Greenville, NC 27835-7207
Email: awall@greenvillenc.gov

With Copy to:

Emanuel D. McGirt
City Attorney
City of Greenville
(Physical)
200 West Fifth Street
Greenville, NC 27858
(Mailing)
P.O. Box 7207
Greenville, NC 27835-7207
Email: emcgirt@greenvillenc.gov

15. **Minority / Women-Owned Business Enterprise Program:** The City has adopted an Affirmative Action and Minority and Women Business Enterprise (M/WBE) Program. The County attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize M/WBE suppliers of materials and labor when available.

16. **Title VI Non-Discrimination:** The Parties, their assignees and successors in interest, agree that in the performance of these services that they shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in **Attachment A** to this Agreement and they will not discriminate in their hiring, employment, and contracting practices with reference to political affiliation, genetic

information, sexual orientation, age, sex, race, color, religion, national origin, handicap, or disability.

17. **E-Verify**: Each Party shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if any Party utilizes a subcontractor, the Party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Each Party represents that it and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

18. **Performance of Government Functions**: Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair either Party or both Parties from independently exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

19. **Non-Appropriation of Funds**: The County acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the City of sufficient funds to support the activities described in this Agreement. By written notice to the County, at the earliest possible date, the 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. Funding for this Agreement is subject to annual appropriation.

20. **Entire Agreement**: This Agreement, including **Attachment A** hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter covered by this Agreement. 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 Agreement shall be deemed to exist or to bind either Party hereto.

21. **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.

22. **Counterparts**: This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

23. **Third Party Rights**: This Agreement is intended for the benefit of the City and the County and not any other person. Nothing in this Agreement shall be construed to create any right or remedy on the part of any third party.

24. **City Manager's Authority**: To the extent, if any, the City has the power to suspend or terminate this contract or the County's services under this Agreement, that power may be exercised by the City Manager or designee.

25. **E-Signature Authority:** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the “Act”), as adopted in Chapter 66 of the North Carolina General Statutes, including but not limited to the provisions governing electronic signatures. As such, this Agreement is “signed” if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party’s Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement. Accordingly, the Parties hereto consent and agree that this Agreement may be signed and/or transmitted by facsimile, email 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 handwritten 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 handwritten signatures.

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.

[The Remainder of this Page is Left Blank Intentionally]

[Signatures Begin on Next Page]

CITY OF GREENVILLE

By: P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

COUNTY OF PITT

By: Mary Perkins-Williams, Chairwoman

ATTEST:

Kimberly W. Hines, Clerk to the Board

[Signatures Continue on Next Page]

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

CITY OF GREENVILLE: PRE-AUDIT CERTIFICATION:

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

_____ Date: _____
Byron Hayes, Director of Financial Services

Account Number: _____

Project Code (if applicable): _____

APPROVED AS TO FORM:

BY: _____
Bryan E. Wardell, Pitt County Attorney

PITT COUNTY: PRE-AUDIT CERTIFICATION:

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

_____ Date: _____
Sam Croom,
Deputy County Manager/Chief Financial Officer

Account Number: _____

Project Code (if applicable): _____

[Attachment A Appears on Next Page]

Attachment A

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's

obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and

directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federalaid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in

Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP

persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §§ 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity.

[End of Document]



City of Greenville, North Carolina

Meeting Date: 09/11/2023

Title of Item: Contract award to Bill Clark Homes of Greenville LLC for construction of six (6) Affordable Homes in the Lincoln Park Neighborhood

Explanation: As the primary goal of the Community Development Division, staff is working to create and preserve affordable housing within West Greenville through new construction, owner-occupied rehabilitation and down payment assistance. Lincoln Park is a neighborhood within the West Greenville Redevelopment Area that has been a priority zone for community development. Staff is actively working to increase the number and type of activities occurring in this neighborhood to support neighborhood revitalization.

New construction of four (4) single-family units for low-to moderate- income buyers was successfully completed in 2020. To increase home ownership opportunities for interested or existing residents of West Greenville, the City issued an RFP for the construction of an additional six (6) homes. After evaluating bids received, staff recommends awarding a contract to Bill Clark Homes of Greenville LLC. The six (6) new units will be available to households at or below 80% of area median income with down payment assistance available up to 20% of the purchase price to qualifying buyers.

Fiscal Note: The total cost for the six (6) new housing units is \$1,205,500.

Recommendation: Staff recommends awarding the contract for construction of six (6) single-family homes to Bill Clark Homes.

ATTACHMENTS

[COG-#1185038-v2-HOUSING_PRODUCTION_PROGRAM_CONSTRUCTION_AGREEMENT - PDF COMPILED.pdf](#)

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

Housing Production Program Construction Agreement – Lincoln Park

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, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and **Bill Clark Homes of Greenville, LLC**, a limited liability company, organized and existing under the laws of the State of North Carolina, and hereinafter referred to as the “Consultant/Contractor” whose primary offices are located at 200 E. Arlington Blvd, Suite A, Greenville, NC 27858-5020.

GENERAL RECITALS

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

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

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

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

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant/Contractor shall provide construction services for the *Neighborhood & Business Services Department* specifically, *Housing Production Program Construction*, and amendments, if any, said work being hereinafter referred to as the “Work”. The solicitation, proposal and

amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth.

Specifically, the Consultant/Contractor shall construct six (6) single family homes using the specifications included herein on the following properties located in Greenville, North Carolina:

- Lot 19, Parcel 19680
- Lot 20, Parcel 84911
- Lot 21, Parcel 84910
- Lot 22, Parcel 84909
- Lot 23, Parcel 07135
- Lot 24, Parcel 07162

Construction shall be in strict accordance with the General Specifications for Construction and the plans attached hereto and fully incorporated here as if set forth here.

Unless otherwise specified herein, the Consultant/Contractor is to furnish all necessary labor, materials, tools, equipment, supervision, transportation and delivery and perform all necessary services to complete the Work at no additional costs to the City. The Consultant/Contractor shall not use lead paint under any circumstances.

I.B. WORK STANDARDS

The Consultant/Contractor will perform the Work with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Exhibits, including Title VI Nondiscrimination Language, Federal Contracting Language, City of Greenville Contractor Draw Form, Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Consultant/Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City's solicitation and construction specifications for strict compliance attached hereto as Exhibit A; and
4. Consultant/Contractor's Proposal attached hereto as Exhibit B.

I.D. SUBCONTRACTS

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

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

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

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

II.A. DATA AND SERVICES

- II.A.1. The City’s project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the ***Neighborhood & Business Services Department***. If assistance or further information is needed, the Contractor/Consultant shall contact the ***Tiana Berryman, Director, 252-329-4518, 201 West 5th Street, Greenville, NC 27834***. All directions and communications from the City to the Contractor/Consultant shall be through the ***Neighborhood & Business Services Department*** or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks.
- II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City’s data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor’s custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than twenty (20) days following execution of this Agreement. The work shall be completed within 120 days from commencement. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire on **January 31, 2024**, unless these is a duly executed amendment signed by both parties agreeing to extend time for performance.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment, then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City’s Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

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

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

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

Upon compliance with Paragraph IV.B below, Consultant/Contractor will be eligible for compensation for the services as outlined in the Consultant/Contractor's proposal submission, which is incorporated into this Agreement as Attachment B.

Specifically, Consultant/Contractor will receive the following amounts:

The total projected cost of **One Million, Two Hundred Five Thousand, Five Hundred 00/00 Dollars (\$1,205,500.00)** is be a guaranteed maximum price (GMP) for the services to be provided.

The City shall not be obligated to pay the Consultant/Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

IV.B. PAYMENT

The Consultant/Contractor shall be paid by the City a not-to-exceed amount of **\$1,205,500.00** for construction of six (6) single family homes and improvements as required herein.

The City of Greenville will pay the Consultant/Contractor in three (3) draws based upon the completion of items in accordance with the attached Consultant/Contractor Draw Form, as follows:

- The first draw at 33% completion of all six (6) units; and
- The final draw once a Certificate of Occupancy has been issued for each of the six (6) units.

Before payment of the agreed upon amounts shall be made, an inspection of the construction shall be made by the City and, the Consultant/Contractor shall execute a lien release and warranty on a form to be furnished by the City relative to the work performed, materials furnished, and certification that all amounts due for labor and/or materials have been paid.

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

The City does not agree to the payment of late charges or finance charges assessed by the Consultant/Contractor for any reason. Invoices are payable in U.S. funds.

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

All invoices shall be directed to: *Tiana Berryman, Director Neighborhood & Business Services Department, 201 West 5th Street, Greenville, NC 27834* or emailed to *tberryman@greenvillenc.gov*.

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

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

- V.A.1. DEFAULT. The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.
- V.A.2. CONVENIENCE. Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Consultant/Contractor shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of termination under this provision or as soon afterwards as is practical,

Consultant/Contractor shall give the City all Work, including partly completed Work.

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

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

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

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

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

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

V.B.3. Consultant/Contractor will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile service, cellular service, and any clerical supplies necessary to perform the Work required under this Agreement. Consultant/Contractor shall be responsible for all travel and related expenses.

V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.

V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.

V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the ***Neighborhood & Business Services Department*** or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and

shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

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

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

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.
- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor or of any notice of violation from any Federal or State

Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

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

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

a. Property Insurance:

The Consultant/Contractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property whichever is later. This insurance shall include interests of the City and the Consultant/Contractor.

The property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Consultant/Contractor's services and expenses required as a result of such insured loss.

b. Workers’ Compensation Insurance: No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees.

Minimum 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.

c. Commercial General Liability:

Limits:

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

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

attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the City must be added as an Additional Insured to the Commercial General Liability policy.

d. Commercial Automobile Liability:

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

e. 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.

f. Proof of Carriages:

- i. The Consultant/Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

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

The Contractor understands that all materials furnished under this contract are under warranty for a full year (12 months) from the date of the approved building inspection and receipt of the Certificate of Occupancy, and that this responsibility includes work as well as materials. Exceptions to the above are normal and reasonable wear and tear or damages caused by homeowner or by accident.

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,

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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

GUARANTEE OF PERFORMANCE AND PAYMENT

The Consultant/Contractor shall submit a payment and performance bond for the total amount of this Agreement in a form complying with the provisions of North Carolina General Statutes, Chapter 44A. The payment and performance bonds shall be maintained in accordance with statutory and program guidelines, and shall guarantee payment and performance, including but not limited to (a) the faithful performance and completion of the work in strict accordance with the terms of the agreement, (b) the repair, or replacement where required, or the cost of repair or replacement of all work performed under the provisions of the agreement provisions, and (c) the guarantee of the payment of all persons supplying labor and material in connection with the work performed under the agreement. The deposit or performance bond may draw upon as necessary for the afforested purposes and shall be maintained in accordance with program guidelines.

V.D.

CORRECTION OF WORK AND LIQUIDATED DAMAGES FOR DELAYS

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that Work which is deemed ineligible by the City's representative.

If the Contractor does not complete the work in the time specified in the contract, including any extensions for excusable delays, the Consultant/Contractor shall pay the sum of one hundred dollars (\$100.00) per day in liquidated damages until the work is completed. Liquidated damages will be paid to the City. The Consultant/Contractor shall not be charged

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with liquidated damages for any delays in the completion of the work due to severe weather, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the City 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
Neighborhood & Business Services Department
201 West 5th Street
Greenville, NC 27834
Attn: Tiana Berryman, Director

Consultant/Contractor:

Bill Clark Homes of Greenville,
LLC
200 E Arlington Blvd Suite A
Greenville, NC 27858
Attn: Lance Clark, Principal

V.G. **ADDITIONAL PROVISIONS**

V.G.1. **TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the completion of the Work to be performed pursuant to this Agreement.

The Consultant/Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within 120 days from commencement of performance.

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

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of 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 AND NON-DISCRIMINATION**

The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor attests that it also shall take affirmative action to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

Consultant/Contractor, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Exhibit C to this Agreement and will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

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

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

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

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

V.G.6. **ASSIGNMENT**

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

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

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

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

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.

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

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

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

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

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

The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Consultant/Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Consultant/Contractor as the act of the said Consultant/Contractor.

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

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

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

a. Consultant/Contractor is aware of the conflict-of-interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.

b. Consultant/Contractor covenants that no person or entity under its employ,

presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Consultant/Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Consultant/Contractor, its employees or associated persons or entities shall be disclosed to the City.

- c. Consultant/Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Consultant/Contractor shall make any such disclosure to the City in writing and immediately upon the Consultant/Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.

No employee, agent, Consultant/Contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Consultant/Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

V.G.14.

NON-APPROPRIATION OF FUNDS

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

V.G.15 **RECORD RETENTION**

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

V.G.16 **CONFIDENTIALITY**

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

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

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

V.G.17 **SEVERABILITY**

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

V.G.18 **COUNTERPARTS**

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

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

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

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

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

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

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

V.G.22. **HEADINGS**

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

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

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

V.G.24 **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

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

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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 handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26

CITY MANAGERS AUTHORITY

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

[Signature Pages Follow]

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

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: 044-03-65-73-000-000-528585

PROJECT CODE (IF APPLICABLE): N/A

[Vendor Signature Page Follows]

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

SIGNATURE OF VENDOR

Bill Clark Homes of Greenville, LLC

FULL NAME OF VENDOR

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

VENDOR:

BY: _____

SIGNATURE

TITLE

DATE

Vendor Name: _____

Vendor Number: _____

Contract # _____

Exhibit A: City's Solicitation



Find yourself in good company

**Hudson Street & Vanderbilt Lane
Tracts 19 - 24**

For more information regarding this RFP, please contact Tiana Berryman, Housing Administrator @ 252-329-4518 or tberryman@greenvillenc.gov

DM #: 1184866

Housing Production Program Construction Agreement



Request for Proposals
Single-Family House Construction

The City of Greenville is requesting proposals from qualified, professional, General Contractors experienced in the construction, for the development of vacant lots in the Lincoln Park neighborhood. The neighborhood is a redevelopment project sponsored by the City of Greenville and it consists of six (6) single-family lots, six of which are referenced in this RFP. The neighborhood is located on Fleming Street, Bancroft Avenue, Hudson Street and Vanderbilt Lane. Available lots are identified as follows:

Hudson & Vanderbilt		
Lot No.	Status	Size
19	Future Development	6,200 SF
20	Future Development	6,488 SF
21	Future Development	6,189 SF
22	Future Development	7,349 SF
23	Future Development	6,268 SF
24	Future Development	6,014 SF

The scope of work is as follows:

Construction of new affordable homes for purchase by eligible persons with a minimum of 1200 square feet, with three (3) bedrooms and two (2) full bathrooms. The City will award a contractor the six lots based on competitive costs submitted for construction for each lot. The selected contractor must show demonstrated ability to undertake, and build multiple homes in a timely manner (Note construction time, pg. 3 of RFP).

The City of Greenville has established a Minority and Women Business Enterprise Plan that encourages the use of Minority and Women Business Enterprises (MWBE) on all construction contracts. Bidders are encouraged to include MWBE firms on all aspects of construction.

Instructions and complete specifications for submitting bids will be available at **624 Hudson Street** Greenville, North Carolina on **Friday February 10, 2023 at 9:30 AM.** Contractors are required to attend the mandatory pre-bid meeting in order to submit a bid.

Bid proposals should be sealed and submitted by **Friday March 3, 2023 9:00 a.m., EST.** Submit bids to the Housing Division, Community Development Department, 201 West Fifth Street, third floor, Greenville, North Carolina, ATTN: Renee Skeen. The City of Greenville reserves the right to reject any or all bids submitted. Minority owned, female owned and Section 3 certified businesses are encouraged to participate. For further information, you may contact:

City of Greenville Housing Division
(252) 329-4481
201 W. 5th Street- Municipal Building, 3rd floor
Greenville, North Carolina 27835

LINCOLN PARK
PROJECT DESCRIPTION

Number of lots:
Building

(6) Must meet all City of Greenville Zoning & Inspection Requirements.

Target Population:

See Attachment B.

Maximum number of lots awarded to one builder:

The City will award a contractor the **six lots** based on competitive costs submitted for construction for each lot. The selected contractor must show demonstrated ability to undertake and build homes in a timely manner.

Construction Standards:

North Carolina Building Code, and Attachment D

House Design:
attached approved plans.

New homes shall be built from the

Construction Time:

Obtain Building Permit

20 days from contract award

Completion of Construction

120 days after receipt of the building permit

(unless extension approved by Staff)

Other Requirements:

Projects will be evaluated and awarded based upon cost effectiveness and compliance with specifications. Contractors

will be responsible for obtaining all required permits and licenses. The City reserves the right to reject any or all proposals.

Proposals for each lot shall be submitted on corresponding submittal sheets (Attachment E). Each submittal sheet shall include all required information, and total construction cost.

Utilization of Minority and Women Firms:

The City has established a Minority and Women Business Enterprise Plan that encourages the use of Minority and Women Business Enterprises (MWBE) on all construction contracts. The City maintains a directory of minority/women/disabled business enterprises, which will be made available to bidders upon request. Bidders shall make a good faith effort to encourage participation of MWBE's in the construction prior to submission of proposals. A good effort is not limited to or exhaustive of:

1. Providing notice of interest in bidding on subcontracts to at least three MWBE for identified subcontracted items before proposals submission deadline.
2. Contacting the City of Greenville for assistance in identification of MWBE firms.
3. Providing MWBE subcontractors with information related to the subcontracted work items for price quotes.

MWBE firms selected by the general contractor must be identified on the attached MWBE Contractor Identification Form (Form A). No contractor will be required to employ any subcontractor that is not qualified or whom the contractor has a reasonable objection. A written statement of how MWBE firm services were solicited should accompany the proposal packet.

Section 3 Clause:

- (A.) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (B.) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (C.) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will

post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (D.) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (E.) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (F.) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (G.) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

LINCOLN PARK
SUBMISSION REQUIREMENTS FOR GENERAL REQUIREMENTS

- A. Proof of required licenses and insurance coverage. See Attachment A for details.
1. N.C. General Contractors License.
 2. Workman's Compensation Policy.
 3. Comprehensive and Liability Insurance coverage for Bodily and Property Damage.
 4. Builders Risk
- B. Credit references and job references (See Attachment A).
- C. Name of financial institution providing construction financing with a letter from the institution verifying financing and contact person with the institution.
- D. List of subcontracts to be used on the construction.
- E. Photographs and addresses of homes constructed by the firm within the past three (3) years as examples of construction.
- F. Project Construction Schedule (Not more than 120 work days.)
- G. List trade names to be used for the following items to establish quality. (Form C)
1. Heating/air conditioner systems.
 2. Bathroom and Kitchen fixtures.
 3. Door hardware.
 4. Windows and Doors.
 5. Paint
 6. Appliances (dishwasher, stoves, and water heaters).
- H. Landscaping plan for required house shrubs and yard trees. (See Landscape Specifications Attachment D).
- I. Please submit as part of your complete bid package a copy of the advertised RFP.
- J. Include the completed M/WBE Forms
- K. Federal Contracting Requirements
- Certification Regarding Lobbying
 - Buy America

Attachment A**CONTRACTORS REQUIREMENTS**
LICENSES AND INSURANCE COVERAGE**1. Insurance:**

Proof of insurance coverage must be provided for the following:

- A. (Minimum \$100,000/\$300,000) Comprehensive Bodily Damage.
- B. (Minimum \$50,000/\$100,000) Property Damage.
- C. Builders Risk.
- D. Workman's Compensation.

2. Licenses:

Proof licenses must be provided of the following:

- A. General Contractors License.

3. Credit and Job References from:

- A. Letter of credit reference from at least one material supplier.
- B. A job reference letter, which address and photos, of at least 3-single family homes constructed by the firm within the last 3 years, must be provided.

4. Liens and Warranties




Contractors shall warranty construction for a period of at least one year from date of Certificate of Occupancy from defects resulting from construction. All titles shall be clear of material or workman's liens. The contractor must furnish all manufacturers and suppliers written guaranties and warranties covering equipment furnished under the contract to the homeowner.

The City of Greenville reserves the right to reject any/or all bids for failing to meet City requirements. These requirements are not limited to lack of experience, bad credit, convictions of a felony, and poor bidding.

Attachment B

LINCOLN PARK TARGET POPULATION

- ◆ Homes are available to members of the public within the income guidelines for the subdivision.

CITY OF GREENVILLE/PITT COUNTY								
CDBG/HOME INCOME LIMITS 2022								
		Max Income Grant CDBG /HOME /URP			Max Income CDBG /HOME /NCHFA DP		Median Income GUC	Max Income COG DP NRSA
Household Size	30%	50%	60%	70%	80%	90%	100%	120%
1	14,900	24,850	29,820	29,150	39,700	37,450	41,600	49,950
2	17,000	28,400	34,080	33,300	45,400	42,800	47,550	57,100
3	19,150	31,950	38,340	37,450	51,050	48,150	53,500	64,200
4	21,250	35,450	42,540	41,600	56,700	53,500	59,400	71,300
5	22,950	38,300	45,960	44,950	61,250	57,800	64,200	77,050
6	24,650	41,150	49,380	48,300	65,800	62,100	68,950	82,750
7	26,350	44,000	52,800	51,600	70,350	66,350	73,700	88,450
8	28,050	46,800	56,160	54,950	74,850	70,650	78,450	94,150
9	29,750	49,630	59,556	58,240	79,380	74,900	83,160	99,820
10	31,450	52,466	62,959	61,568	83,916	79,180	87,912	105,524
NOTE:	HUD Part 5 Definition of Income							
							Effective 6/15/2022	

LINCOLN PARK REDEVELOPMENT NEIGHBORHOOD
APPROVED PLANS

- ◆ **New homes built from the attached approved plans by Tight Lines Designs and The Plan Collection Fine House Plans,**
- ◆ **Lot (19) Craftsman BB – 1300 Sq-ft**
- ◆ **Lot (20) Tight Line Julia II Accessible 1313 Sq-ft**
- ◆ **Lot (21) Craftsman BB – 1375 Sq-ft**
- ◆ **Lot (22) Tight Line Benson II – 1258 Sq-ft**
- ◆ **Lot (23) Tight Line Benson II Mirrored – 1258 Sq-ft**
- ◆ **Lot (24) Craftsman BB – 1375 Sq-ft**

Screened Porch/Sunroom

House Plan 142-1041-Image



Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

(1 of 6)

**City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 19 Hudson Street, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
-------------------	--

(#1119640 v2)

TightLines Designs

creating great places to live



Julia II Accessible

This single story bungalow style home of 1313 square feet has been thoughtfully designed to allow for handicap accessibility.

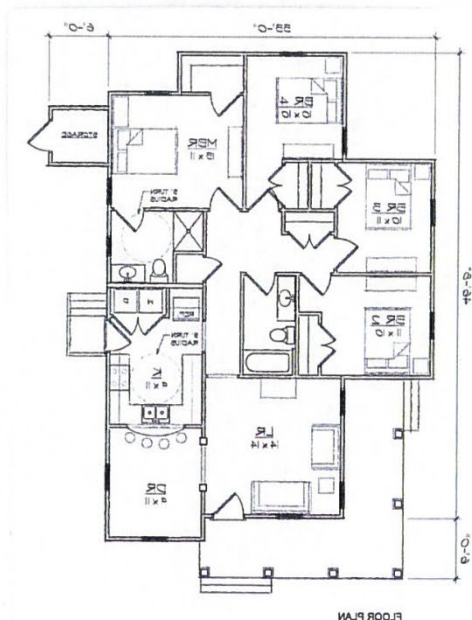
It features a large living room and U-shaped kitchen with a breakfast bar that opens to the dining room. This home offers a total of four bedrooms including a private master bedroom suite, two full bathrooms, and a side-by-side washer and dryer. A five foot turning radius is provided in the bathroom, and kitchen.

The historically inspired exterior offers a double gabled roof, a covered wrap-around front porch, side stoop, and exterior storage.

*Also available: Julia II.
Modifications available upon request.*

Specifications

bedrooms: 4	square footage: 1313	roof pitch: 9/12
bathrooms: 2	1st floor ceiling: 9'	width: 33'
stories: 1		depth: 52' 8"



www.tightlinesdesigns.com • 19 West Hargett St, Suite 501, Raleigh NC, 27601 • 919.834.3600

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

(2 of 6)

**City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 20 Hudson Street, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
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(#1119640 v2)



Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

(2 of 6)

**City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 20 Hudson Street, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

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Total Cost	
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(#1119640 v2)

TightLines Designs

creating great places to live

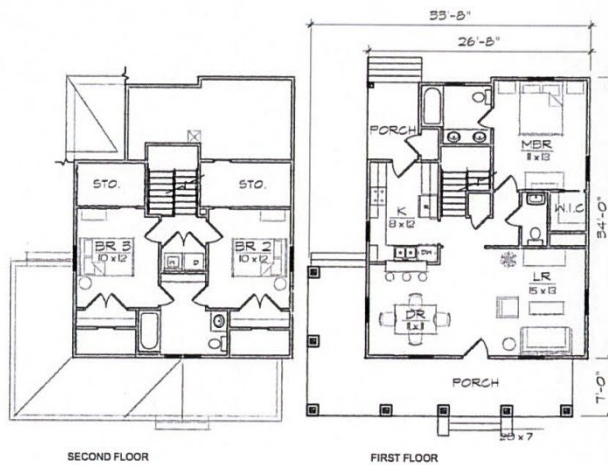


Benson II

This one and one half story bungalow style home of 1258 square feet features a large open living and dining area and a first floor master bedroom suite. The plan includes a total of three bedrooms, two and a half bathrooms, and an L-shaped galley kitchen with a breakfast bar that opens to the dining room. The second floor offers two bedrooms, a shared full bathroom, the laundry area, and abundant easily accessible storage.

The Arts and Crafts inspired exterior offers a wrap-around front porch with a front shed dormer, a covered rear porch, and an exterior storage room. This house is ideally suited for a corner lot.

Also available: *Benson I, Benson III.*
Modifications available upon request.



Specifications

bedrooms: **3** square footage: **1258** roof pitch: **9/12**
 bathrooms: **2.5** 1st floor ceiling: **9'** width: **33' 8"**
 stories: **2** 2nd floor ceiling: **8'** depth: **41'**

www.tightlinesdesigns.com • 19 West Hargett St, Suite 501, Raleigh NC, 27601 • 919.834.3600

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

(4 of 6)

City of Greenville Planning and Development Services Department

**Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 22 Hudson Street, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
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(#1119640 v2)

TightLines Designs

creating great places to live

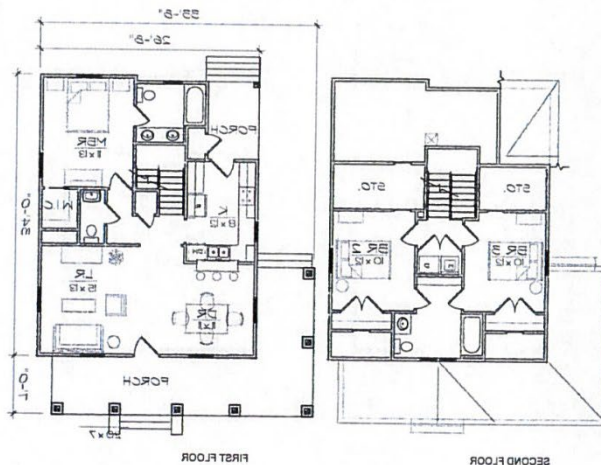


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www.tightlinesdesigns.com • 19 West Hargett St, Suite 501, Raleigh NC, 27601 • 919.834.3600

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

(5 of 6)

City of Greenville Planning and Development Services Department

**Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 23 Vanderbilt Lane, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

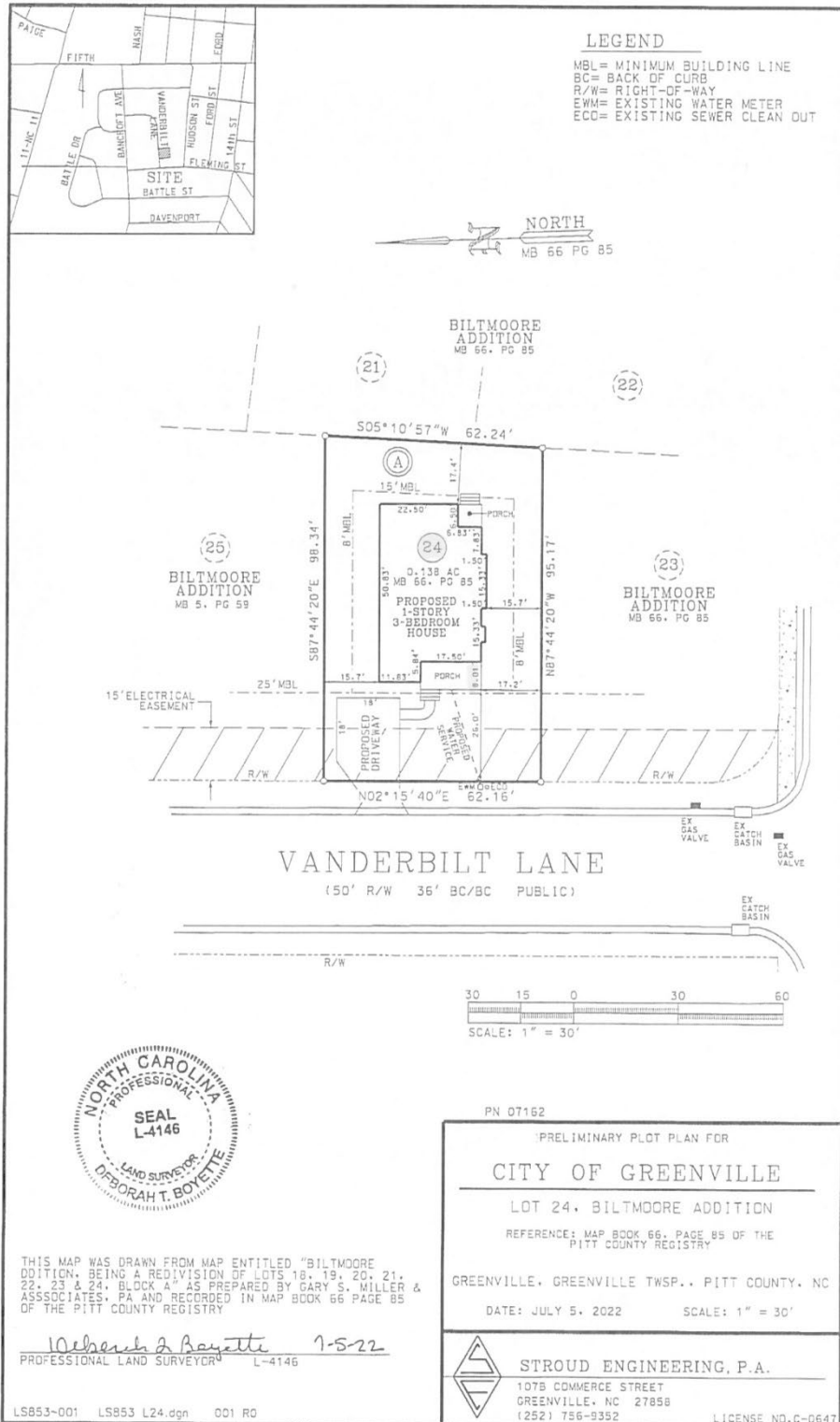
NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
-------------------	--

(#1119640 v2)



1375 Sq Ft Cottage Plan



Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

(6 of 6)

City of Greenville Planning and Development Services Department

**Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 24 Vanderbilt Lane, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
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(#1119640 v2)

Attachment D**CITY OF GREENVILLE COMMUNITY DEVELOPMENT DEPARTMENT SPECIFICATIONS FOR SINGLE FAMILY DWELLING****Lincoln Park Specs****GENERAL CONDITIONS:**

- Initial termite protection

BUILDING SLABS:

- Raised Concrete Slab with Fiber
- Vapor barrier beneath raised slab

FLAT CONCRETE:

- Raised Porch Slab
- Concrete Drive with walkway

FOUNDATIONS:

- Foundation is a raised slab (32")
- 8" Split Faced CMU Block
- Brick at steps where needed – General Shale or Triangle

FRAMING:

- 9' walls 1st Floor; 8' walls 2nd Floor
- Sheathing is OSB, minimum thickness 7/16"
- Tyvek brand house wrap and Tyvek tape at seams on all exterior walls with flex wrap at window sills and straight flash around doors and windows
- Attic storage standard – where applicable
- Roof truss material is per engineer specification with a minimum grade of #2 SYP
- Roof truss spacing per engineered design and are normally 24" oc. or select plans may have site-built dimensional lumber
- Second floor ¾" tongue and groove Dryguard Enhanced sub-floor glued and nailed to floor truss or select plans may have site-built dimensional lumber

WINDOWS:

- Single hung vinyl windows with grids between double pane Low-E glass and Paint Grade Bucks
- Grid type
 - 3 Across & 2 Down – Top Sash only
 - Prairie Grids – Top Sash only
- Half screen

EXTERIOR DOORS: Insulated Fiberglass

- Front entry door – 2 Panel Square
- Rear entry door – 2 Panel Square

ROOFING:

- CertainTeed 30 year Landmark shingles
- Continuous ridge ventilated roof system
- Typically 12" overhang

EXTERIOR TRIM:

- Vinyl Rails

SIDING and Accessories:

- Allura Fiber Cement – ColorMax
 - Lap Siding – Traditional Cedar 8-¼" – PP
 - Shake – Perfection Shingles 8-¼" – PP
 - Vertical B & B Siding – 4' x 10' Panel Siding (Smooth) w/ 4/4 Allura Batten Strip (¾" x 3" x 12') placed every 24" OC – PP
- Plycem Trim at Corners
- Transitions – Plycem Trim
- Solid vinyl soffit on porch ceilings
- Allura soffit at eaves and overhangs
- 8" square smooth Aluminum column rear porch
- 8" square smooth tapered Aluminum columns

GUTTERS: - N/A

- Rain diverters at entries where applicable

INSULATION:

- R-15 wall insulation
- R-38 ceiling insulation
 - Blown cellulose above flat ceilings
 - Batts above ceilings where not accessible for blown cellulose
- R-11 insulation (Sound transfer control) around baths and laundry; between sleeping and living areas
- R-19 floor insulation in room over unconditioned area where applicable
- Thermoply air barrier where applicable

DRYWALL:

- ½" Drywall in all areas
- Ceiling Finish – Smooth

INTERIOR DOORS:

- 2 Panel Square hollow core doors

INTERIOR TRIM:

- Base; 3-¼" primed MDF EC623A
- Door casing; 2-¼" primed MDF EC442
- Window; With Bucks and Casing 2- ¼" primed MDF EC442
 - 5-¼" window stool – FJ EC1021 – 7- ¼" Window Stool - FJ EC1021B at 2x6 walls
 - Window apron - primed MDF EC442
- White painted Quarter Round EC105 at vinyl, tile & laminate areas
 - Exception at cabinetry – Quarter Round to match cabinets (supplied by cabinet co.)
- Ventilated tight mesh wire shelving in linen/pantry

- Ventilated freeslide wire shelving in closets

CABINETS: Marsh

- Kitchen – 30”
 - Birch Square Panel – “Kent” (3-Stains)
- Kitchen Countertops – Level-1 Granite – Backsplash (Level-1 Ceramic Tile Backsplash by Others)
 - Raised 15” Double Edge Bar Top (Raised Bar – PP)
- Cabinet supplier to supply and install corbels where applicable for Granite countertop support
- Master & Guest Bath Vanities
 - Birch Square Panel – “Kent” (3-Stains)
 - 35” High in Master Bath
 - 35” High in Guest Baths
- Master & Guest Bath Countertops
 - “Virginia Marble” Level 1 Cultured Marble
 - Large recessed Bowl / “Standard” Oval
 - ¾” edge
 - 4” Spread
- Hardware – “Jeffery Alexander”
 - Level 3 – Chesapeake, Bordeaux, Madison, Arcadia, Durham, and Lenoir

PAINT:

- Wall Finish – Satin Latex
- Trim Finish – Semi Gloss Latex; Color – Extra White
- Ceiling Finish – Smooth, painted with Flat Latex

PLUMBING:

- Kitchen
 - Sink: Stainless steel Under Mount 18-Gage 50/50 (by Granite Company)
 - Faucet: Stainless Steel Pull Out with Spray; Price Pfister – G133-10SS
 - 1/2 HP Garbage Disposal – IBADGER5
- Master Bath
 - Sink Faucet: Brushed Nickel Single Handle 4”; Pfister Pfirst Series LG142-800K
 - Tub/Shower Faucet: Brushed Nickel Price Pfister – Pfirst Series LG89-020K
 - Tub/Shower – Aquatic Soaker Tub/Shower, 2603CTS-LH/RH (Left/Right Drain) White Fiberglass
 - Toilet: Proflo, Elongated, White China; PF1401/PF5112
- Guest Bath
 - Sink Faucet: Brushed Nickel Single Handle 4”; Pfister Pfirst Series LG142-800K
 - Tub/Shower Faucet: Brushed Nickel; Price Pfister- Pfirst Series; LG89-030K
 - Tub/Shower: Aquatic Soaker Tub/Shower, 2603CTW-LH/RH (Left/Right Drain) White Fiberglass
 - Toilet: Proflo, Elongated, White China; PF1401/PF5112
- Half Bath – PP
 - Sink Faucet: Brushed Nickel Single Handle 4”; Pfister Pfirst Series LG142-800K
 - Sink: Proflo, 20” Pedestal, PF5004WH/PF1045WH
 - Toilet: Proflo, Elongated, White China; PF1401/PF5112
- 50 gallon electric water heater **(Natural Gas Is Available)**
- PEX
- 2 exterior hose bibs – Location PP

- Washing Machine pan w/ drain to exterior

ELECTRICAL:

- Fan/light combo installed in master bedroom and great room
- Two flood lights
- Pilot light on switch to attic storage and Flood Lights
- GFI receptacles where applicable
- All weather receptacles front and rear– Location PP
- Standard Toggle Switches– PP
- 200 amp underground electrical service

STRUCTURED WIRING:

- One run of telephone in Master Bedroom & Great Room
- One run of cable in Great Room, Master Bedroom, Bedrooms 2 & 3 (excludes Dining Room, Bathrooms, and Laundry)

HVAC: Trane (Natural Gas Is Available)

- 16 SEER Heat Pump Increase SEER.

FLOORING:

- Level-1 Carpet with 6 lb pad in Bedrooms & Second Floor Hallway
- Level-1 Ceramic Tile – Master & Guest Bathroom Floors, Laundry Room Floor, and Kitchen Backsplash
- Level-1 Laminate- Great Room, Dining Room, Kitchen, First Floor Hallways, and Half Bath

LIGHTING: Thomas Lights / Craftmade Fans**MIRRORS/SHOWER DOORS:**

- Master & Guest Bath – Vanity Width – Frameless plate glass 42” high with mirror clips
- Powder – Oval Mirror Allowance

HARDWARE:

- Master Bath – Mason Brushed Nickel – 1 24” towel bar, 1 towel ring per sink with wing wall, and 1 tissue holder – PP
- Guest Bath – Mason Brushed Nickel – 1 24” towel bar, 1 towel ring per sink with wing wall, and 1 tissue holder – PP
- Interior Doors – Kwikset Cove knob, Satin Nickel, Privacy/Passage sets; Satin Nickel Hinges
- Exterior Doors – Kwikset Cove knob, Satin Nickel, Keyed Entry with 660 Series Deadbolt (780 Series Deadbolt may be used in lieu of 660 when necessary due to availability) Satin Nickel Hinges
 - With Peep Hole Satin Nickel (Ives Model #DV-90-U696 B15)
- Wall / hinge stops – Satin Nickel
- Handrail brackets – Satin Nickel
- Tension shower rods at Tub/Showers

APPLIANCES: (Natural Gas Is Available)

- Dishwasher – WDF330PAH (S) Stainless Steel
- Microwave – WMH31017H (S) Stainless Steel
- Range – WFE505WOH (S) Stainless Steel

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

- Refrigerator – WRT519SZDM (S) Stainless Steel
- Washer & Dryer - Optional

LANDSCAPING:

- Seeded front, back and sides w/ wheat straw
- Landscaping package includes minimum six (6) three-gallon foundation plants across front of home in flower bed with chocolate colored mulch

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

MINORITY AND WOMEN OWNED ENTERPRISES
IDENTIFICATION FORM

Firm Name	Federal I. D. #	Firm Address	City	Race	Female Owned Firm	Minority Owned Firm

Submitted by: _____

LINCOLN PARK SUBMISSION CHECKLIST

The following checklist is included for your benefits to insure that you have returned all required submissions with your proposal. Please check each item to verify that your packet is complete. See attachments for full descriptions of required submission data.

Required Submission Data	Check When Inserted
Proof of General Contractors.	
Builders Risk	
Workman's Compensation Insurance Coverage.	
Comprehensive and Liability Insurance Coverage for Bodily Property Damage.	
Letter of Credit Reference from <u>Building</u> material supplier.	
Addresses and photographs of 3 single family dwellings constructed by the firm. Letters of references may also be submitted.	
Letter from Financial institution providing construction financing.	
<u>Project Construction Schedule</u>	
Completed Form C, identifying trade names.	
Landscaping plan diagram identifying lot shrubs and trees.	
List of Subcontractors and Material Suppliers to be used for the construction.	
Minority Identification Form	
Project Proposal Cover Sheet <u>Attachment E</u>	
<u>Certification Regarding Lobbying (Add forms)</u>	
<u>Buy America Requirement (Add forms)</u>	

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E
Form C
(1 of 6)

City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet

Property Location: Tract 19 - 616 Hudson Street, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
-------------------	--

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

Form C

(2 of 6)

**City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 20 - 618 Hudson Street, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
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Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

Form C

(3 of 6)

**City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 21 - 620 Hudson Street, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
-------------------	--

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E

Form C

(4 of 6)

City of Greenville Planning and Development Services Department

**Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 22 - 624 Hudson Street, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
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Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E
Form C
(5 of 6)

City of Greenville Planning and Development Services Department

**Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 23 - 808 Vanderbilt Lane, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
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Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Attachment E
(6 of 6)

City of Greenville Planning and Development Services Department

**Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 24 - 806 Vanderbilt Lane, Greenville NC

Contractor Signature

Date

Business Name

Phone Number

Address

EIN or FIN

NC General Contractors License Number

Addenda Received: _____

Submitted by: _____

Total Cost	
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Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Exhibit B: Consultant/Contractor's Proposal

LINCOLN PARK SUBMISSION CHECKLIST

The following checklist is included for your benefits to insure that you have returned all required submissions with your proposal. Please check each item to verify that your packet is complete. See attachments for full descriptions of required submission data.

Required Submission Data	Check When Inserted
Proof of General Contractors.	✓
Builders Risk	✓
Workman's Compensation Insurance Coverage.	✓
Comprehensive and Liability Insurance Coverage for Bodily Property Damage.	✓
Letter of Credit Reference from <u>Building</u> material supplier.	✓
Addresses and photographs of 3 single family dwellings constructed by the firm. Letters of references may also be submitted.	✓
Letter from Financial institution providing construction financing.	✓
<u>Project Construction Schedule</u>	✓
Completed Form C, identifying trade names.	✓
Landscaping plan diagram identifying lot shrubs and trees.	✓
List of Subcontractors and Material Suppliers to be used for the construction.	✓
Minority Identification Form	✓ ✓
Project Proposal Cover Sheet <u>Attachment E</u>	✓
<u>Certification Regarding Lobbying (Add forms)</u>	✓
<u>Buy America Requirement (Add forms)</u>	✓

Contact

Name Bill Clark Homes of Greenville, LLC
Address 200 E. Arlington Blvd. Ste A
 Greenville, NC 27858
Phone (252) 355-5805

License

License # L34592
Account Type License
Effective Date 01/01/2023
Expiration Date 12/31/2023
Status Active
License Limitation Unlimited

Active Classifications

Building

Qualifiers

Name	Qualifier #	Status
Michael Steven Cox	Q 08949	Active

Additional Named Insureds

Other Named Insureds

Bill Clark	Individual, Additional Named Insured
Bill Clark Homes 401k Plan	Additional Named Insured
Bill Clark Homes of Fayetteville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Greenville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Myrtle Beach, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Raleigh, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Wilmington, LLC	Limited Liability Company, Additional Named Insured
Clark Builders, LLC	Limited Liability Company, Additional Named Insured
Clark Granter Trust	Additional Named Insured
Clark Land Company, LLC	Limited Liability Company, Additional Named Insured
Hannover Lakes LLC	Limited Liability Company, Additional Named Insured
LHH Holdings	Additional Named Insured
LHH Rentals, LLC	Limited Liability Company, Additional Named Insured

BRICK
ROOFING
WINDOWS, DOORS
BUILDERS HARDWARE



PAINTS
LUMBER
CEMENT
PLYWOOD

P.O. BOX 820 ♦ 2000 DICKINSON AVE.
GREENVILLE, NORTH CAROLINA 27835-0820
PHONE (252) 758-4151 ♦ FAX (252) 758-8477

February 27, 2023

Bill Clark Homes
200 East Arlington Blvd, Suite R
Greenville, NC 27858

As of February 27, 2023, Bill Clark Homes's account with Home Builders Supply is current and in good standing. Their credit history with us has been excellent.

Sincerely yours,

Jason Tew
General Manager

1507 Fleming Street, Greenville, NC



1503 Fleming Street, Greenville, NC



1501 Fleming Street, Greenville, NC



1495 Fleming Street, Greenville, NC





3817 Morganton Road
Fayetteville, NC 28314

March 2, 2023

To City of Greenville:

Please be advised that Bill Clark Homes is one of our best clients and has beyond the financial capacity to build 6 homes in the Lincoln Park Project for the City of Greenville, NC. They have a very long valued relationship with Truist and we support their efforts and highly recommend them for this project.

Should you have any further questions regarding this matter, please do not hesitate to call me at 910-540-1010.

Sincerely,

Michael J. Keenan

Senior Vice President

Single Family Residential Banker

101 N Third St., Wilmington NC 28401

Mobile 910-540-1010 / Office 910-815-2771

mike.keenan@truist.com



Construction Phase	Contractor	Schedule
Port-a-John	Jim's Liquid Waste	Week 1
Footing	Alan Coward	Week 1
Footing	HR Gusano Concrete LLC	Week 1
Foundaton Installation	Jose's Services	Week 2
Backfill	H&H Concrete	Week 2
Slab Installation	H&H Concrete	Week 2
Brick Steps and Piers Installation	H&H Concrete	Week 3
Framing	O&M Framing	Week 3
Framing	J Framing P	Week 3
Windows	Home Builders Supply, Inc.	Week 4
Exterior Doors	Home Builders Supply, Inc.	Week 4
Roofing	E&J Framing	Week 4
Siding Installation	Richard's Building Services	Week 4
Plumbing Rough	Hardee's Plumbing	Week 4
Plumbing Rough	Custom Services	Week 4
HVAC Rough	J&J Mechanical	Week 4,5
HVAC Rough	Elite Mechanical	Week 4,5
Electric Rough	Ashley Smith Electric	Week 5,6
Electric Rough	RJ Jones Electric	Week 5,6
Rough-in Inspections	City of Greenville	Week 5,6
Framing Inspections	City of Greenville	Week 6
Insulation	Tri-City Insulation/ Truteam	Week 7
Drywall	Brooks Drywall, Inc.	Week 7,8
Interior Doors	Jeldwen	Week 9
Interior Trim Installation	Jose's Services	Week 10

Paint	M&Z Debris Removal	Week 10,11
Paint	Barraza Paint	Week 10,11
Paint	Moza Painting	Week 10,11
Paint	Hugo Painting	Week 10,11
Paint	Cucue Front Line Painting	Week 10,11
Cabinets	Home Builders Supply Co.	Week 12
Countertops	Worldstone Granite	Week 12
Plumbing Trim	Hardee's Plumbing	Week 13
Plumbing Trim	Custom Services	Week 13
HVAC Trim	J&J Mechanical	Week 13, 14
HVAC Trim	Elite Mechanical	Week 13, 14
Electric Trim	Ashley Smith Electric	Week 13, 14
Electric Trim	RJ Jones Electric	Week 13, 14
Flatwork	H&H Concrete	Week 13,14
Floor Covering	Elite Flooring	Week 14
Lights	Ferguson Enterprises	Week 14
Landscape	Bryan Smith Landscaping	Week 14
Landscape	Presser's Lawn Care	Week 14
Hardware Installation	Mercer Glass	Week 15
Appliance Installation	Greenville TV and Appliance	Week 16
Final Inspections	City of Greenville	Week 16
Final Clean	Express Waste Removal	Week 16
Final Clean	M&Z Debris Removal	Week 16
Pressure Wash	Kingpin Pressure Washing	Week 16

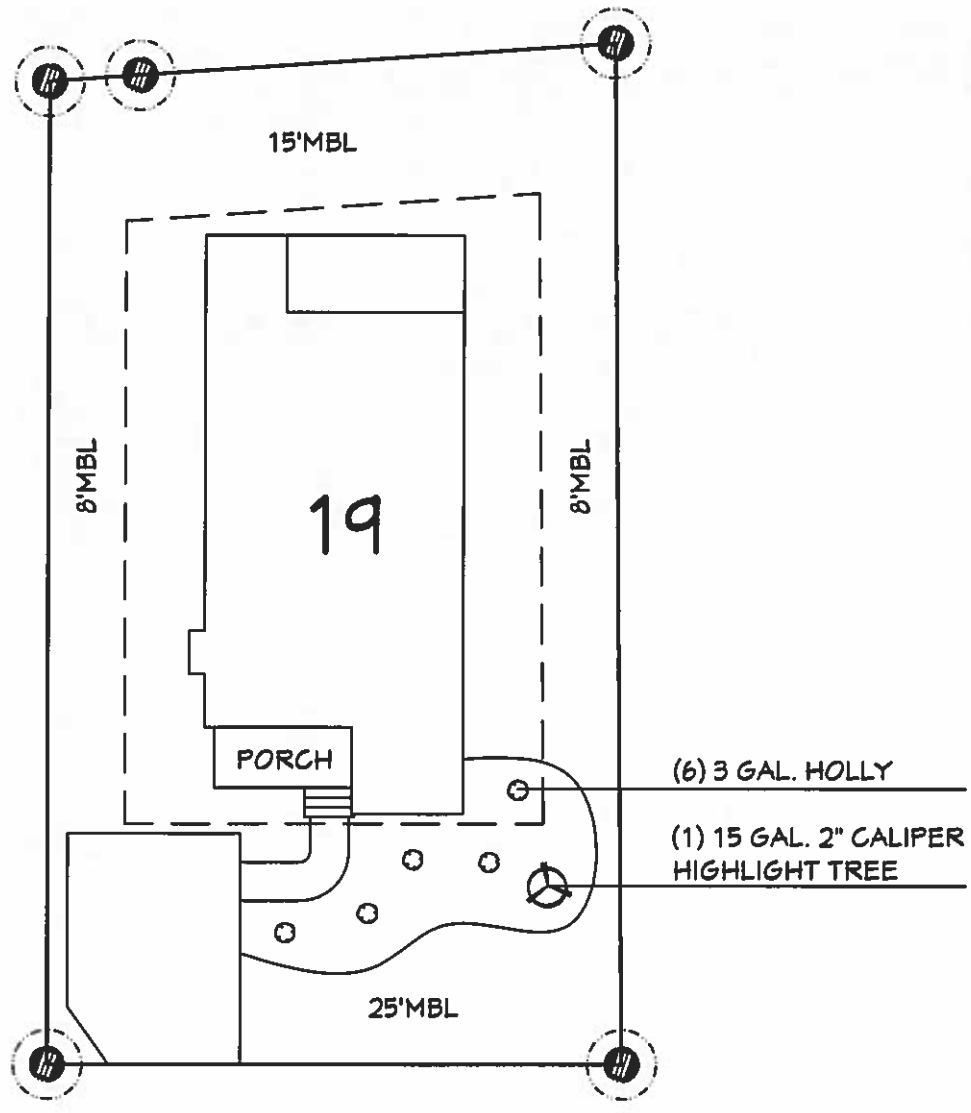
Form C

Construction Phase

Contractor/Manufacturer

Contact

1) HVAC	Trane/Carrier	https://www.trane.com/
HVAC Installation	J&J Mechanical	(855) 800-1341
	Elite Mechanical	(252) 746-6200
2) Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Installation	Hardee's Plumbing	(252) 341-5899
	Custom Services	(319) 210-0699
3) Hardware	Kwikset	https://www.kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
4) Windows	Silverline	https://www.silverlinewindows.com
Window Installation	Home Builders Supply Co.	(252) 320-0428
5) Exterior Doors	Plastpro	https://www.plastproinc.com
Exterior Door Installation	Home Builders Supply Co.	(252) 320-0428
6) Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	M&Z Debris Removal	(252) 341-9574
	Barraza Paint	(252) 378-4507
	Moza Painting	(252) 253-0058
	Hugo Painting	(252) 717-2148
	Cucue Front Line Painting	(919) 333-5304
7) Appliances	Frigidaire	https://www.frigidaire.com
Appliance Installation	Greenville TV and Appliance	(252) 756-2616



HUDSON STREET

CITY OF GREENVILLE
 LOT 19
 PITT COUNTY, NORTH CAROLINA

DRAWING SCALE: 1" = 20'
 DATE: 2/27/23

10

City of Greenville
Lincoln Park Redevelopment

Page 1/2

Construction Phase	Contractor	Contact
Port-a-john	Jim's Liquid Waste	(252) 375-8669
Footing	Linwood Coward & Sons Foundations	(252) 717-5279
Footing	HR Gusano Concrete LLC	(252) 623-9127
Foundation	Jose Services	(919) 426-7707
Backfill	H&H Concrete	(252) 902-5799
Slab Foundation	H&H Concrete	(252) 902-5799
Brick Steps	H&H Concrete	(252) 902-5799
Framing	O&M Framing	(919) 288-7650
Framing	J Framing P	(252) 320-0461
Windows	Silverline	https://silverlinewindows.com
Exterior Doors	Plastp[ro	https://www.plastproinc.com
Roofing	E&J Framing	(252) 320-0428
Siding Installation	Richard's Building Services	(919)
Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Supplier	Ferguson Enterprises	(252) 756-6101
HVAC	J&J Mechanical	(855) 800-1341
Electrician	RJ Jones Electric	(252) 746-8627
Insulation	Tri-City Insulation/Tru Team	(252) 243-4999
Drywall	Brooks Drywall	(252) 756-0887
Interior Doors	Jeldwen	https://www.jeld-wen.com

Lincoln Park Redevelopment

Page 2/2

Construction Phase	Contractor	Contact
Interior Trim Installation	Jose's Services	(919) 426-7707
Cabinets	Home Builder's Supply	(252) 758-4151
Countertops	Worldstone Granite	(919) 468-8450
Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	Barraza Paint	(252) 341-9574
Paint Installation	Moza Painting	(252) 253-0058
Paint Installation	Hugo Painting	(252) 717-2148
Paint Installation	Cucue Front Line Painting	(919) 333-5304
Floor Covering	Elite Flooring	(252) 561-7755
Hardware	Kwikset	https://kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
Appliances	Frigidaire	https://frigidaire.com
Appliance Installation	Greenville TV & Appliance	(252) 756-2616
Lights Supplier	Ferguson Enterprises	(252) 756-6101
Flatwork	H&H Concrete	(252) 902-5799
Landscape	Bryan Smith Landscape	(252) 341-2449
Landscape	Presser's Lawn Service	(252) 378-8085
Cleaning	Express Waste Removal	(252) 695-8539
Trash Pickup	Express Waste Removal	(252) 695-8539
Trash Pickup	M&Z Debris Removal	(252) 341-9574
Pressure Wash	Kingpin Pressure Washing	(252) 378-8085

**MINORITY AND WOMEN OWNED ENTERPRISES BUSINESS PARTICIPATION
IDENTIFICATION FORM**

Firm Name	Federal ID#	Firm Address	City	Race	Female Owned Firm	Minority Owned Firm
HR Gusano Footing	88-3305751	231 Antler Drive	Washington, NC 27889	L		Yes
Jose's Services	20-8019295	215 Nicholas Drive	Greenville, NC 27858	L		Yes
H&H Concrete and Mason	84-462011	3320 Mills Road	Greenville, NC 27858	L		Yes
J Framing P	87-1204851	244 Northwest Acres Drive	Greenville, NC 27834	L		Yes
E&J Framing	81-4366052	2313 Sadler Drive #8	Winterville, NC 28590	L		Yes
Barazza Paint	46-4485981	311 Harvey Road	Greenville, NC 27834	L		Yes
Moza LLC	38-4206759	231 Tyson Road	Winterville, NC 28590	L		Yes
Hugo Painting, LLC	35-2689230	7553 Little Rock Church Road	Lucama, NC 27851	L		Yes
Cucue Frontline Painting	86-1756696	PO Box 807	Clayton, NC 27528	L		Yes
Elite Flooring and Interiors	36-462209	PO Box 1086	Winterville, NC 28590	F	Yes	
M&Z Debris Removal	46-2755903	PO Box 8451	Greenville, NC 27835	L		Yes
O'Neil J Otero	47-2120409	2900 Camilla Drive	Winterville, NC 28590	L/F	Yes	Yes
King Pin Pressure Washing	42-2851154	PO Box 362	Ayden, NC 28513	B		Yes
Bryan Smith Landscaping	01-0706426	5233 NC 33 East	Greenville, NC 27858	F	Yes	

Identification of Minority/Women Business Participation

I, Bill Clark Homes of Greenville, LLC

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

COG Lot 19 Craftsman 1300

Firm Name, Address and Phone #

Work type

MWBE Category

HR Gusano Footing (252) 623-9159 231 Antler Drive, Washington, NC 27889	Footing	L
Jose's Services (919) 426-7707 215 Nicholas Drive, Louisburg, NC 27549	Masonry Interior Trim	L
H&H Concrete and Mason (919) 426-7707 3320 Mills Road, Greenville, NC 27858	Concrete, Grading Masonry	L
J Framing P (252) 320-0461 244 Northwest Ecres Drive, Greenville, NC 27834	Framing	L
E&J Framing (252) 320-0428 2313 Sadler Drive #8, Winterville, NC 28590	Roofing	L
Barazza Paint (252) 378-4507 311 Harvey Road, Greenville, NC 27834	Paint	L
Moza, LLC (252) 253-0058 231 Tyson Road, Winterville, NC 28590	Paint	L
Hugo Painting, LLC (252) 717-2148 7553 Little Rock Church Road, Lucama, NC 27851	Paint	L
Cucue Frontline Painting (919) 333-5304 PO Box 807, Clayton, NC 27528	Paint	L
Elite Flooring and Interiors (252) 561-7755 PO Box 8451, Greenville, NC 27835	Floor Covering	F
M&Z Debris Removal (252) 341-9574 PO Box 8451, Greenville, NC 27835	Exterior Clean	L
O'Neil J Otero (252) 695-8539 2900 Camilla Drive, Winterville, NC 28590	Interior Clean	L/F
King Pin Pressure Washing (252) 378-8085 PO Box 362, Ayden, NC 28513	Pressure Washing	B
Bryan Smith Landscaping (252) 341-2449 5233 NC 33 East, Greenville, NC 27858	Landscaping	F

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

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

The total value of MBE business contracting will be \$9,825.00

The total value of WBE business contracting will be \$3,945.00

Attachment E

(1 of 6)

**City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 19 Hudson Street, Greenville NC



Contractor Signature

3-2-23

Date

Bill Clark Homes of Greenville

Business Name

252-355-5805

Phone Number

200 E Arlington Blvd Suite A
Greenville, NC 27858

Address

561913554

EIN or FIN

L.34592

NC General Contractors License Number

Addenda Received: _____

Submitted by: Jake Fine - Bill Clark Homes

Total Cost	\$205,100 ⁰⁰
------------	-------------------------

CERTIFICATION REGARDING LOBBYING
(must be submitted with bid if \$100K or more)

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 subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, Bill Clark Homes, 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.

 Signature of Contractor's Authorized Official

Lance Clark, Owner Name and Title of Contractor's Authorized Official

3-2-23 Date

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. Eldorado's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

A bidder or offeror must submit to the City of Greenville the appropriate Buy America certification (below) with all bids or offers, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 3-2-23

Signature 

Company Name Bill Clark Homes of Greenville

Title Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Contact

Name Bill Clark Homes of Greenville, LLC
Address 200 E. Arlington Blvd. Ste A
Greenville, NC 27858
Phone (252) 355-5805

License

License # L_34592
Account Type License
Effective Date 01/01/2023
Expiration Date 12/31/2023
Status Active
License Limitation Unlimited

Active Classifications

Building

Qualifiers

Name Michael Steven Cox
Qualifier # Q_08949
Status Active



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentinel Risk Advisors LLC 4700 Six Forks Road Suite 200 Raleigh NC 27609		CONTACT NAME: Ashley Riley PHONE (A/C, No, Ext): (919) 926-4623 E-MAIL ADDRESS: ariley@sentinelra.com		FAX (A/C, No): (919) 926-4664	
INSURED Bill Clark Homes, LLC 200 E. Arlington Blvd Suite A Greenville NC 27858		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Falls Lake Fire and Casualty Co		15884	
		INSURER B: Builders Mutual Ins Co		10844	
		INSURER C: Acceptance Indemnity Insurance Company		20010	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL22123015036 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FLC0001170-00	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CAP 0035986 01	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EMM0000605 02	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP 1076483 16	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Greenville 200 West Fifth Street Greenville NC 27834	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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Additional Named Insureds

Other Named Insureds

Bill Clark	Individual, Additional Named Insured
Bill Clark Homes 401k Plan	Additional Named Insured
Bill Clark Homes of Fayetteville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Greenville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Myrtle Beach, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Raleigh, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Wilmington, LLC	Limited Liability Company, Additional Named Insured
Clark Builders, LLC	Limited Liability Company, Additional Named Insured
Clark Granter Trust	Additional Named Insured
Clark Land Company, LLC	Limited Liability Company, Additional Named Insured
Hannover Lakes LLC	Limited Liability Company, Additional Named Insured
LHH Holdings	Additional Named Insured
LHH Rentals, LLC	Limited Liability Company, Additional Named Insured

BRICK
ROOFING
WINDOWS, DOORS
BUILDERS HARDWARE



P.O. BOX 820 • 2000 DICKINSON AVE.
GREENVILLE, NORTH CAROLINA 27835-0820
PHONE (252) 758-4151 • FAX (252) 758-9477

PAINTS
LUMBER
CEMENT
PLYWOOD

February 27, 2023

Bill Clark Homes
200 East Arlington Blvd, Suite R
Greenville, NC 27858

As of February 27, 2023, Bill Clark Homes's account with Home Builders Supply is current and in good standing. Their credit history with us has been excellent.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jason Tew", is written over the typed name.

Jason Tew
General Manager

1507 Fleming Street, Greenville, NC



1503 Fleming Street, Greenville, NC



6

1501 Fleming Street, Greenville, NC



1495 Fleming Street, Greenville, NC





381 / Morganton Road
Fayetteville, NC 28314

March 2, 2023

To City of Greenville:

Please be advised that Bill Clark Homes is one of our best clients and has beyond the financial capacity to build 6 homes in the Lincoln Park Project for the City of Greenville, NC. They have a very long valued relationship with Truist and we support their efforts and highly recommend them for this project.

Should you have any further questions regarding this matter, please do not hesitate to call me at 910-540-1010.

Sincerely,

Michael J. Keenan

Senior Vice President

Single Family Residential Banker

101 N Third St., Wilmington NC 28401

Mobile 910-540-1010 / Office 910-815-2771

mike.keenan@truist.com



Construction Phase	Contractor	Schedule
Port-a-john	Jim's Liquid Waste	Week 1
Footing	Alan Coward	Week 1
Footing	HR Gusano Concrete LLC	Week 1
Foundaton Installation	Jose's Services	Week 2
Backfill	H&H Concrete	Week 2
Slab Installation	H&H Concrete	Week 2
Brick Steps and Piers Installation	H&H Concrete	Week 3
Framing	O&M Framing	Week 3
Framing	J Framing P	Week 3
Windows	Home Builders Supply, Inc.	Week 4
Exterior Doors	Home Builders Supply, Inc.	Week 4
Roofing	E&J Framing	Week 4
Siding Installation	Richard's Building Services	Week 4
Plumbing Rough	Hardee's Plumbing	Week 4
Plumbing Rough	Custom Services	Week 4
HVAC Rough	J&J Mechanical	Week 4,5
HVAC Rough	Elite Mechanical	Week 4,5
Electric Rough	Ashley Smith Electric	Week 5,6
Electric Rough	RJ Jones Electric	Week 5,6
Rough-in Inspections	City of Greenville	Week 5,6
Framing Inspections	City of Greenville	Week 6
Insulation	Tri-City Insulation/ Truteam	Week 7
Drywall	Brooks Drywall, Inc.	Week 7,8
Interior Doors	Jeldwen	Week 9
Interior Trim Installation	Jose's Services	Week 10

Paint	M&Z Debris Removal	Week 10,11
Paint	Barraza Paint	Week 10,11
Paint	Moza Painting	Week 10,11
Paint	Hugo Painting	Week 10,11
Paint	Cucue Front Line Painting	Week 10,11
Cabinets	Home Builders Supply Co.	Week 12
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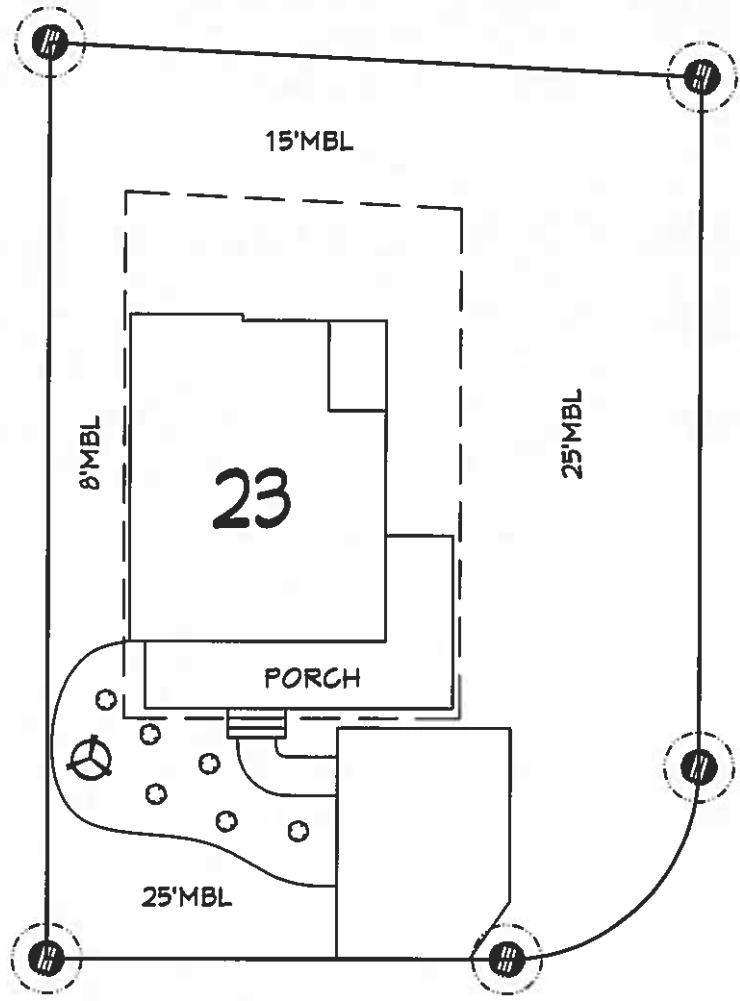
Form C

Construction Phase

Contractor/Manufacturer

Contact

1) HVAC	Trane/Carrier	https://www.trane.com/
HVAC Installation	J&J Mechanical	(855) 800-1341
	Elite Mechanical	(252) 746-6200
2) Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Installation	Hardee's Plumbing	(252) 341-5899
	Custom Services	(319) 210-0699
3) Hardware	Kwikset	https://www.kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
4) Windows	Silverline	https://www.silverlinewindows.com
Window Installation	Home Builders Supply Co.	(252) 320-0428
5) Exterior Doors	Plastpro	https://www.plastproinc.com
Exterior Door Installation	Home Builders Supply Co.	(252) 320-0428
6) Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	M&Z Debris Removal	(252) 341-9574
	Barraza Paint	(252) 378-4507
	Moza Painting	(252) 253-0058
	Hugo Painting	(252) 717-2148
	Cucue Front Line Painting	(919) 333-5304
7) Appliances	Frigidaire	https://www.frigidaire.com
Appliance Installation	Greenville TV and Appliance	(252) 756-2616



FLEMING STREET

VANDERBILT LANE

CITY OF GREENVILLE
 LOT 23
 PITT COUNTY, NORTH CAROLINA

DRAWING SCALE: 1" = 20'
 DATE: 2/27/23

City of Greenville
Lincoln Park Redevelopment

Page 1/2

Construction Phase	Contractor	Contact
Port-a-john	Jim's Liquid Waste	(252) 375-8669
Footing	Linwood Coward & Sons Foundations	(252) 717-5279
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Brick Steps	H&H Concrete	(252) 902-5799
Framing	O&M Framing	(919) 288-7650
Framing	J Framing P	(252) 320-0461
Windows	Silverline	https://silverlinewindows.com
Exterior Doors	Plastpro	https://www.plastproinc.com
Roofing	E&J Framing	(252) 320-0428
Siding Installation	Richard's Building Services	(919)
Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Supplier	Ferguson Enterprises	(252) 756-6101
HVAC	J&J Mechanical	(855) 800-1341
Electrician	RJ Jones Electric	(252) 746-8627
Insulation	Tri-City Insulation/Tru Team	(252) 243-4999
Drywall	Brooks Drywall	(252) 756-0887
Interior Doors	Jeldwen	https://www.jeld-wen.com

Lincoln Park Redevelopment

Page 2/2

Construction Phase	Contractor	Contact
Interior Trim Installation	Jose's Services	(919) 426-7707
Cabinets	Home Builder's Supply	(252) 758-4151
Countertops	Worldstone Granite	(919) 468-8450
Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	Barraza Paint	(252) 341-9574
Paint Installation	Moza Painting	(252) 253-0058
Paint Installation	Hugo Painting	(252) 717-2148
Paint Installation	Cucue Front Line Painting	(919) 333-5304
Floor Covering	Elite Flooring	(252) 561-7755
Hardware	Kwikset	https://kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
Appliances	Frigidaire	https://frigidaire.com
Appliance Installation	Greenville TV & Appliance	(252) 756-2616
Lights Supplier	Ferguson Enterprises	(252) 756-6101
Flatwork	H&H Concrete	(252) 902-5799
Landscape	Bryan Smith Landscape	(252) 341-2449
Landscape	Presser's Lawn Service	(252) 378-8085
Cleaning	Express Waste Removal	(252) 695-8539
Trash Pickup	Express Waste Removal	(252) 695-8539
Trash Pickup	M&Z Debris Removal	(252) 341-9574
Pressure Wash	Kingpin Pressure Washing	(252) 378-8085

**MINORITY AND WOMEN OWNED ENTERPRISES BUSINESS PARTICIPATION
IDENTIFICATION FORM**

Firm Name	Federal ID#	Firm Address	City	Race	Female Owned Firm	Minority Owned Firm
HR Gusano Footing	88-3305751	231 Antler Drive	Washington, NC 27889	L		Yes
Jose's Services	20-8019295	215 Nicholas Drive	Greenville, NC 27858	L		Yes
H&H Concrete and Mason	84-462011	3320 Mills Road	Greenville, NC 27858	L		Yes
J Framing P	87-1204851	244 Northwest Acres Drive	Greenville, NC 27834	L		Yes
E&J Framing	81-4366052	2313 Sadler Drive #8	Winterville, NC 28590	L		Yes
Barazza Paint	46-4485981	311 Harvey Road	Greenville, NC 27834	L		Yes
Moza LLC	38-4206759	231 Tyson Road	Winterville, NC 28590	L		Yes
Hugo Painting, LLC	35-2689230	7553 Little Rock Church Road	Lucama, NC 27851	L		Yes
Cucue Frontline Painting	86-1756696	PO Box 807	Clayton, NC 27528	L		Yes
Elite Flooring and Interiors	36-462209	PO Box 1086	Winterville, NC 28590	F	Yes	
M&Z Debris Removal	46-2755903	PO Box 8451	Greenville, NC 27835	L		Yes
O'Neil J Otero	47-2120409	2900 Camilla Drive	Winterville, NC 28590	L/F	Yes	Yes
King Pin Pressure Washing	42-2851154	PO Box 362	Ayden, NC 28513	B		Yes
Bryan Smith Landscaping	01-0706426	5233 NC 33 East	Greenville, NC 27858	F	Yes	

Identification of Minority/Women Business Participation

I, Bill Clark Homes of Greenville, LLC

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

COG Lot 23 Benson II 1258

Firm Name, Address and Phone #	Work type	MWBE Category
HR Gusano Footing (252) 623-9159 231 Antler Drive, Washington, NC 27889	Footing	L
Jose's Services (919) 426-7707 215 Nicholas Drive, Louisburg, NC 27549	Masonry Interior Trim	L
H&H Concrete and Mason (919) 426-7707 3320 Mills Road, Greenville, NC 27858	Concrete, Grading Masonry	L
J Framing P (252) 320-0461 244 Northwest Ecres Drive, Greenville, NC 27834	Framing	L
E&J Framing (252) 320-0428 2313 Sadler Drive #8, Winterville, NC 28590	Roofing	L
Barazza Paint (252) 378-4507 311 Harvey Road, Greenville, NC 27834	Paint	L
Moza, LLC (252) 253-0058 231 Tyson Road, Winterville, NC 28590	Paint	L
Hugo Painting, LLC (252) 717-2148 7553 Little Rock Church Road, Lucama, NC 27851	Paint	L
Cucue Frontline Painting (919) 333-5304 PO Box 807, Clayton, NC 27528	Paint	L
Elite Flooring and Interiors (252) 561-7755 PO Box 8451, Greenville, NC 27835	Floor Covering	F
M&Z Debris Removal (252) 341-9574 PO Box 8451, Greenville, NC 27835	Exterior Clean	L
O'Neil J Otero (252) 695-8539 2900 Camilla Drive, Winterville, NC 28590	Interior Clean	L/F
King Pin Pressure Washing (252) 378-8085 PO Box 362, Ayden, NC 28513	Pressure Washing	B
Bryan Smith Landscaping (252) 341-2449 5233 NC 33 East, Greenville, NC 27858	Landscaping	F

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

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

The total value of MBE business contracting will be \$12,250.00

The total value of WBE business contracting will be \$4,435.00

Attachment E
(5 of 6)

City of Greenville Planning and Development Services Department

Construction of Single-Family Units
Proposal Submittal Sheet

Property Location: Tract 23 Vanderbilt Lane, Greenville NC

[Signature]

Contractor Signature

3-2-23

Date

Bill Clark Homes of Greenville

Business Name

252-355-5805

Phone Number

200 E Arlington Blvd Suite A
Greenville, NC 27858

Address

561913554

EIN or FIN

L.34592

NC General Contractors License Number

Addenda Received: _____

Submitted by: Jake Fine - Bill Clark Homes

Total Cost	\$204,900 ⁰⁰
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CERTIFICATION REGARDING LOBBYING
(must be submitted with bid if \$100K or more)

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.

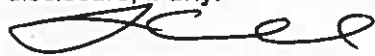
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, 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 subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, Bill Clark Homes, 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.



Signature of Contractor's Authorized Official

Lance Clark, Owner

Name and Title of Contractor's Authorized Official

3-2-23

Date

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. EIDorado's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

A bidder or offeror must submit to the City of Greenville the appropriate Buy America certification (below) with all bids or offers, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 

Signature 3-2-23

Company Name Bill Clark Homes of Greenville

Title Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Contact

Name Bill Clark Homes of Greenville, LLC
Address 200 E. Arlington Blvd. Ste A
Greenville, NC 27858
Phone (252) 355-5805

License

License # L34592
Account Type License
Effective Date 01/01/2023
Expiration Date 12/31/2023
Status Active
License Limitation Unlimited

Active Classifications

Building

Qualifiers

Name	Qualifier #	Status
Michael Steven Cox	Q 08949	Active



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentinel Risk Advisors LLC 4700 Six Forks Road Suite 200 Raleigh NC 27609		CONTACT NAME: Ashley Riley PHONE (A/C, No, Ext): (919) 926-4623 E-MAIL ADDRESS: ariley@sentinelra.com FAX (A/C, No): (919) 926-4664	
INSURED Bill Clark Homes, LLC 200 E. Arlington Blvd Suite A Greenville NC 27858		INSURER(S) AFFORDING COVERAGE INSURER A: Falls Lake Fire and Casualty Co NAIC # 15884 INSURER B: Builders Mutual Ins Co 10844 INSURER C: Acceptance Indemnity Insurance Company 20010 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL22123015036 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible: \$25,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			FLC0001170-00	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 0035986 01	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EMM0000605 02	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP 1076483 16	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Greenville 200 West Fifth Street Greenville NC 27834	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Additional Named Insureds**Other Named Insureds**

Bill Clark	Individual, Additional Named Insured
Bill Clark Homes 401k Plan	Additional Named Insured
Bill Clark Homes of Fayetteville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Greenville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Myrtle Beach, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Raleigh, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Wilmington, LLC	Limited Liability Company, Additional Named Insured
Clark Builders, LLC	Limited Liability Company, Additional Named Insured
Clark Granter Trust	Additional Named Insured
Clark Land Company, LLC	Limited Liability Company, Additional Named Insured
Hannover Lakes LLC	Limited Liability Company, Additional Named Insured
LHH Holdings	Additional Named Insured
LHH Rentals, LLC	Limited Liability Company, Additional Named Insured

BRICK
ROOFING
WINDOWS, DOORS
BUILDERS HARDWARE



PAINTS
LUMBER
CEMENT
PLYWOOD

P.O. BOX 820 ♦ 2000 DICKINSON AVE.
GREENVILLE, NORTH CAROLINA 27835-0820
PHONE (252) 758-4151 ♦ FAX (252) 758-9477

February 27, 2023

Bill Clark Homes
200 East Arlington Blvd, Suite R
Greenville, NC 27858

As of February 27, 2023, Bill Clark Homes's account with Home Builders Supply is current and in good standing. Their credit history with us has been excellent.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jason Tew", written over a white background.

Jason Tew
General Manager

1507 Fleming Street, Greenville, NC



1503 Fleming Street, Greenville, NC



1501 Fleming Street, Greenville, NC



1495 Fleming Street, Greenville, NC





381 / Morganton Road
Fayetteville, NC 28314

March 2, 2023

To City of Greenville:

Please be advised that Bill Clark Homes is one of our best clients and has beyond the financial capacity to build 6 homes in the Lincoln Park Project for the City of Greenville, NC. They have a very long valued relationship with Truist and we support their efforts and highly recommend them for this project.

Should you have any further questions regarding this matter, please do not hesitate to call me at 910-540-1010.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Keenan", written over a horizontal line.

Michael J. Keenan

Senior Vice President

Single Family Residential Banker

101 N Third St., Wilmington NC 28401

Mobile 910-540-1010 / Office 910-815-2771

mike.keenan@truist.com



Construction Phase	Contractor	Schedule
Port-a-john	Jim's Liquid Waste	Week 1
Footing	Alan Coward	Week 1
Footing	HR Gusano Concrete LLC	Week 1
Foundaton Installation	Jose's Services	Week 2
Backfill	H&H Concrete	Week 2
Slab Installation	H&H Concrete	Week 2
Brick Steps and Piers Installation	H&H Concrete	Week 3
Framing	O&M Framing	Week 3
Framing	J Framing P	Week 3
Windows	Home Builders Supply, Inc.	Week 4
Exterior Doors	Home Builders Supply, Inc.	Week 4
Roofing	E&J Framing	Week 4
Siding Installation	Richard's Building Services	Week 4
Plumbing Rough	Hardee's Plumbing	Week 4
Plumbing Rough	Custom Services	Week 4
HVAC Rough	J&J Mechanical	Week 4,5
HVAC Rough	Elite Mechanical	Week 4,5
Electric Rough	Ashley Smith Electric	Week 5,6
Electric Rough	RJ Jones Electric	Week 5,6
Rough-in Inspections	City of Greenville	Week 5,6
Framing Inspections	City of Greenville	Week 6
Insulation	Tri-City Insulation/ Truteam	Week 7
Drywall	Brooks Drywall, Inc.	Week 7,8
Interior Doors	Jeldwen	Week 9
Interior Trim Installation	Jose's Services	Week 10

Paint	M&Z Debris Removal	Week 10,11
Paint	Barraza Paint	Week 10,11
Paint	Moza Painting	Week 10,11
Paint	Hugo Painting	Week 10,11
Paint	Cucue Front Line Painting	Week 10,11
Cabinets	Home Builders Supply Co.	Week 12
Countertops	Worldstone Granite	Week 12
Plumbing Trim	Hardee's Plumbing	Week 13
Plumbing Trim	Custom Services	Week 13
HVAC Trim	J&J Mechanical	Week 13, 14
HVAC Trim	Elite Mechanical	Week 13, 14
Electric Trim	Ashley Smith Electric	Week 13, 14
Electric Trim	RJ Jones Electric	Week 13, 14
Flatwork	H&H Concrete	Week 13,14
Floor Covering	Elite Flooring	Week 14
Lights	Ferguson Enterprises	Week 14
Landscape	Bryan Smith Landscaping	Week 14
Landscape	Presser's Lawn Care	Week 14
Hardware Installation	Mercer Glass	Week 15
Appliance Installation	Greenville TV and Appliance	Week 16
Final Inspections	City of Greenville	Week 16
Final Clean	Express Waste Removal	Week 16
Final Clean	M&Z Debris Removal	Week 16
Pressure Wash	Kingpin Pressure Washing	Week 16

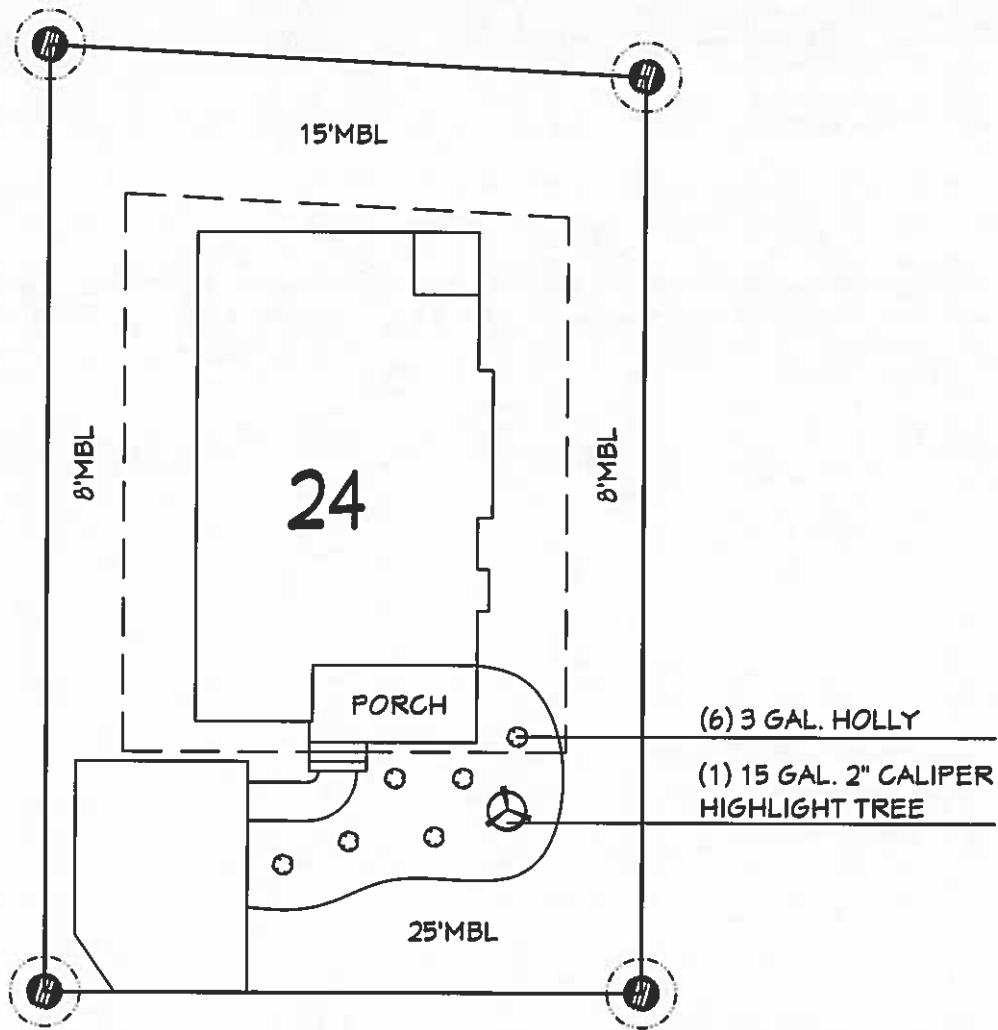
Form C

Construction Phase

Contractor/Manufacturer

Contact

1) HVAC	Trane/Carrier	https://www.trane.com/
HVAC Installation	J&J Mechanical	(855) 800-1341
	Elite Mechanical	(252) 746-6200
2) Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Installation	Hardee's Plumbing	(252) 341-5899
	Custom Services	(319) 210-0699
3) Hardware	Kwikset	https://www.kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
4) Windows	Silverline	https://www.silverlinewindows.com
Window Installation	Home Builders Supply Co.	(252) 320-0428
5) Exterior Doors	Plastpro	https://www.plastproinc.com
Exterior Door Installation	Home Builders Supply Co.	(252) 320-0428
6) Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	M&Z Debris Removal	(252) 341-9574
	Barraza Paint	(252) 378-4507
	Moza Painting	(252) 253-0058
	Hugo Painting	(252) 717-2148
	Cucue Front Line Painting	(919) 333-5304
7) Appliances	Frigidaire	https://www.frigidaire.com
Appliance Installation	Greenville TV and Appliance	(252) 756-2616



VANDERBILT LANE

CITY OF GREENVILLE
 LOT 24
 PITT COUNTY, NORTH CAROLINA

DRAWING SCALE: 1" = 20'
 DATE: 2/21/23

10

City of Greenville
Lincoln Park Redevelopment

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Construction Phase	Contractor	Contact
Port-a-john	Jim's Liquid Waste	(252) 375-8669
Footing	Linwood Coward & Sons Foundations	(252) 717-5279
Footing	HR Gusano Concrete LLC	(252) 623-9127
Foundation	Jose Services	(919) 426-7707
Backfill	H&H Concrete	(252) 902-5799
Slab Foundation	H&H Concrete	(252) 902-5799
Brick Steps	H&H Concrete	(252) 902-5799
Framing	O&M Framing	(919) 288-7650
Framing	J Framing P	(252) 320-0461
Windows	Silverline	https://silverlinewindows.com
Exterior Doors	Plastp[ro	https://www.plastproinc.com
Roofing	E&J Framing	(252) 320-0428
Siding Installation	Richard's Building Services	(919)
Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Supplier	Ferguson Enterprises	(252) 756-6101
HVAC	J&J Mechanical	(855) 800-1341
Electrician	RJ Jones Electric	(252) 746-8627
Insulation	Tri-City Insulation/Tru Team	(252) 243-4999
Drywall	Brooks Drywall	(252) 756-0887
Interior Doors	Jeldwen	https://www.jeld-wen.com

Lincoln Park Redevelopment

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Construction Phase	Contractor	Contact
Interior Trim Installation	Jose's Services	(919) 426-7707
Cabinets	Home Builder's Supply	(252) 758-4151
Countertops	Worldstone Granite	(919) 468-8450
Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	Barraza Paint	(252) 341-9574
Paint Installation	Moza Painting	(252) 253-0058
Paint Installation	Hugo Painting	(252) 717-2148
Paint Installation	Cucue Front Line Painting	(919) 333-5304
Floor Covering	Elite Flooring	(252) 561-7755
Hardware	Kwikset	https://kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
Appliances	Frigidaire	https://frigidaire.com
Appliance Installation	Greenville TV & Appliance	(252) 756-2616
Lights Supplier	Ferguson Enterprises	(252) 756-6101
Flatwork	H&H Concrete	(252) 902-5799
Landscape	Bryan Smith Landscape	(252) 341-2449
Landscape	Presser's Lawn Service	(252) 378-8085
Cleaning	Express Waste Removal	(252) 695-8539
Trash Pickup	Express Waste Removal	(252) 695-8539
Trash Pickup	M&Z Debris Removal	(252) 341-9574
Pressure Wash	Kingpin Pressure Washing	(252) 378-8085

**MINORITY AND WOMEN OWNED ENTERPRISES BUSINESS PARTICIPATION
IDENTIFICATION FORM**

Firm Name	Federal ID#	Firm Address	City	Race	Female Owned Firm	Minority Owned Firm
HR Gusano Footing	88-3305751	231 Antler Drive	Washington, NC 27889	L		Yes
Jose's Services	20-8019295	215 Nicholas Drive	Greenville, NC 27858	L		Yes
H&H Concrete and Mason	84-462011	3320 Mills Road	Greenville, NC 27858	L		Yes
J Framing P	87-1204851	244 Northwest Acres Drive	Greenville, NC 27834	L		Yes
E&J Framing	81-4366052	2313 Sadler Drive #8	Winterville, NC 28590	L		Yes
Barazza Paint	46-4485981	311 Harvey Road	Greenville, NC 27834	L		Yes
Moza LLC	38-4206759	231 Tyson Road	Winterville, NC 28590	L		Yes
Hugo Painting, LLC	35-2689230	7553 Little Rock Church Road	Lucama, NC 27851	L		Yes
Cucue Frontline Painting	86-1756696	PO Box 807	Clayton, NC 27528	L		Yes
Elite Flooring and Interiors	36-462209	PO Box 1086	Winterville, NC 28590	F	Yes	
M&Z Debris Removal	46-2755903	PO Box 8451	Greenville, NC 27835	L		Yes
O'Neil J Otero	47-2120409	2900 Camilla Drive	Winterville, NC 28590	L/F	Yes	Yes
King Pin Pressure Washing	42-2851154	PO Box 362	Ayden, NC 28513	B		Yes
Bryan Smith Landscaping	01-0706426	5233 NC 33 East	Greenville, NC 27858	F	Yes	

Identification of Minority/Women Business Participation

I, Bill Clark Homes of Greenville, LLC

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

COG Lot 24 Craftsman 1375

Firm Name, Address and Phone #	Work type	MWBE Category
HR Gusano Footing (252) 623-9159 231 Antler Drive, Washington, NC 27889	Footing	L
Jose's Services (919) 426-7707 215 Nicholas Drive, Louisburg, NC 27549	Masonry Interior Trim	L
H&H Concrete and Mason (919) 426-7707 3320 Mills Road, Greenville, NC 27858	Concrete, Grading Masonry	L
J Framing P (252) 320-0461 244 Northwest Ecres Drive, Greenville, NC 27834	Framing	L
E&J Framing (252) 320-0428 2313 Sadler Drive #8, Winterville, NC 28590	Roofing	L
Barazza Paint (252) 378-4507 311 Harvey Road, Greenville, NC 27834	Paint	L
Moza, LLC (252) 253-0058 231 Tyson Road, Winterville, NC 28590	Paint	L
Hugo Painting, LLC (252) 717-2148 7553 Little Rock Church Road, Lucama, NC 27851	Paint	L
Cucue Frontline Painting (919) 333-5304 PO Box 807, Clayton, NC 27528	Paint	L
Elite Flooring and Interiors (252) 561-7755 PO Box 8451, Greenville, NC 27835	Floor Covering	F
M&Z Debris Removal (252) 341-9574 PO Box 8451, Greenville, NC 27835	Exterior Clean	L
O'Neil J Otero (252) 695-8539 2900 Camilla Drive, Winterville, NC 28590	Interior Clean	L/F
King Pin Pressure Washing (252) 378-8085 PO Box 362, Ayden, NC 28513	Pressure Washing	B
Bryan Smith Landscaping (252) 341-2449 5233 NC 33 East, Greenville, NC 27858	Landscaping	F

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

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

The total value of MBE business contracting will be \$10,365.00

The total value of WBE business contracting will be \$4,175.00

Attachment E
(6 of 6)

City of Greenville Planning and Development Services Department

**Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 24 Vanderbilt Lane, Greenville NC



Contractor Signature

3-2-23

Date

Bill Clark Homes of Greenville

Business Name

252-355-5805

Phone Number

200 E Arlington Blvd Suite A
Greenville, NC 27858

Address

561913554

EIN or FIN

L.34592

NC General Contractors License Number

Addenda Received: _____

Submitted by: Jake Fine - Bill Clark Homes

Total Cost	\$ 199,900 ⁰⁰
------------	--------------------------

CERTIFICATION REGARDING LOBBYING
(must be submitted with bid if \$100K or more)

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.

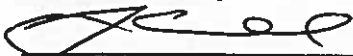
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, 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 subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, Bill Clark Homes, 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.



Signature of Contractor's Authorized Official

Lance Clark, Owner

Name and Title of Contractor's Authorized Official

3-2-23

Date

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. ElDorado's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

A bidder or offeror must submit to the City of Greenville the appropriate Buy America certification (below) with all bids or offers, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 3-2-23

Signature 

Company Name Bill Clark Homes of Greenville

Title Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Contact

Name Bill Clark Homes of Greenville, LLC
Address 200 E. Arlington Blvd. Ste A
Greenville, NC 27858
Phone (252) 355-5805

License

License # L.34592
Account Type License
Effective Date 01/01/2023
Expiration Date 12/31/2023
Status Active
License Limitation Unlimited

Active Classifications

Building

Qualifiers

Name	Qualifier #	Status
Michael Steven Cox	Q.08949	Active

Additional Named Insureds

Other Named Insureds

Bill Clark	Individual, Additional Named Insured
Bill Clark Homes 401k Plan	Additional Named Insured
Bill Clark Homes of Fayetteville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Greenville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Myrtle Beach, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Raleigh, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Wilmington, LLC	Limited Liability Company, Additional Named Insured
Clark Builders, LLC	Limited Liability Company, Additional Named Insured
Clark Granter Trust	Additional Named Insured
Clark Land Company, LLC	Limited Liability Company, Additional Named Insured
Hannover Lakes LLC	Limited Liability Company, Additional Named Insured
LHH Holdings	Additional Named Insured
LHH Rentals, LLC	Limited Liability Company, Additional Named Insured

BRICK
ROOFING
WINDOWS, DOORS
BUILDERS HARDWARE



PAINTS
LUMBER
CEMENT
PLYWOOD

P.O. BOX 820 • 2000 DICKINSON AVE.
GREENVILLE, NORTH CAROLINA 27835-0820
PHONE (252) 758-4151 • FAX (252) 758-9477

February 27, 2023

Bill Clark Homes
200 East Arlington Blvd, Suite R
Greenville, NC 27858

As of February 27, 2023, Bill Clark Homes's account with Home Builders Supply is current and in good standing. Their credit history with us has been excellent.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jason Tew", written over a white background.

Jason Tew
General Manager

1507 Fleming Street, Greenville, NC



1503 Fleming Street, Greenville, NC



6

1501 Fleming Street, Greenville, NC



1495 Fleming Street, Greenville, NC





3817 Morganton Road
Fayetteville, NC 28314

March 2, 2023

To City of Greenville:

Please be advised that Bill Clark Homes is one of our best clients and has beyond the financial capacity to build 6 homes in the Lincoln Park Project for the City of Greenville, NC. They have a very long valued relationship with Truist and we support their efforts and highly recommend them for this project.

Should you have any further questions regarding this matter, please do not hesitate to call me at 910-540-1010.

Sincerely,

Michael J. Keenan

Senior Vice President

Single Family Residential Banker

101 N Third St., Wilmington NC 28401

Mobile 910-540-1010 / Office 910-815-2771

mike.keenan@truist.com



Construction Phase	Contractor	Schedule
Port-a-john	Jim's Liquid Waste	Week 1
Footing	Alan Coward	Week 1
Footing	HR Gusano Concrete LLC	Week 1
Foundaton Installation	Jose's Services	Week 2
Backfill	H&H Concrete	Week 2
Slab Installation	H&H Concrete	Week 2
Brick Steps and Piers Installation	H&H Concrete	Week 3
Framing	O&M Framing	Week 3
Framing	J Framing P	Week 3
Windows	Home Builders Supply, Inc.	Week 4
Exterior Doors	Home Builders Supply, Inc.	Week 4
Roofing	E&J Framing	Week 4
Siding Installation	Richard's Building Services	Week 4
Plumbing Rough	Hardee's Plumbing	Week 4
Plumbing Rough	Custom Services	Week 4
HVAC Rough	J&J Mechanical	Week 4,5
HVAC Rough	Elite Mechanical	Week 4,5
Electric Rough	Ashley Smith Electric	Week 5,6
Electric Rough	RJ Jones Electric	Week 5,6
Rough-in Inspections	City of Greenville	Week 5,6
Framing Inspections	City of Greenville	Week 6
Insulation	Tri-City Insulation/ Truteam	Week 7
Drywall	Brooks Drywall, Inc.	Week 7,8
Interior Doors	Jeldwen	Week 9
Interior Trim Installation	Jose's Services	Week 10

Paint	M&Z Debris Removal	Week 10,11
Paint	Barraza Paint	Week 10,11
Paint	Moza Painting	Week 10,11
Paint	Hugo Painting	Week 10,11
Paint	Cucue Front Line Painting	Week 10,11
Cabinets	Home Builders Supply Co.	Week 12
Countertops	Worldstone Granite	Week 12
Plumbing Trim	Hardee's Plumbing	Week 13
Plumbing Trim	Custom Services	Week 13
HVAC Trim	J&J Mechanical	Week 13, 14
HVAC Trim	Elite Mechanical	Week 13, 14
Electric Trim	Ashley Smith Electric	Week 13, 14
Electric Trim	RJ Jones Electric	Week 13, 14
Flatwork	H&H Concrete	Week 13,14
Floor Covering	Elite Flooring	Week 14
Lights	Ferguson Enterprises	Week 14
Landscape	Bryan Smith Landscaping	Week 14
Landscape	Presser's Lawn Care	Week 14
Hardware Installation	Mercer Glass	Week 15
Appliance Installation	Greenville TV and Appliance	Week 16
Final Inspections	City of Greenville	Week 16
Final Clean	Express Waste Removal	Week 16
Final Clean	M&Z Debris Removal	Week 16
Pressure Wash	Kingpin Pressure Washing	Week 16

Form C

Construction Phase

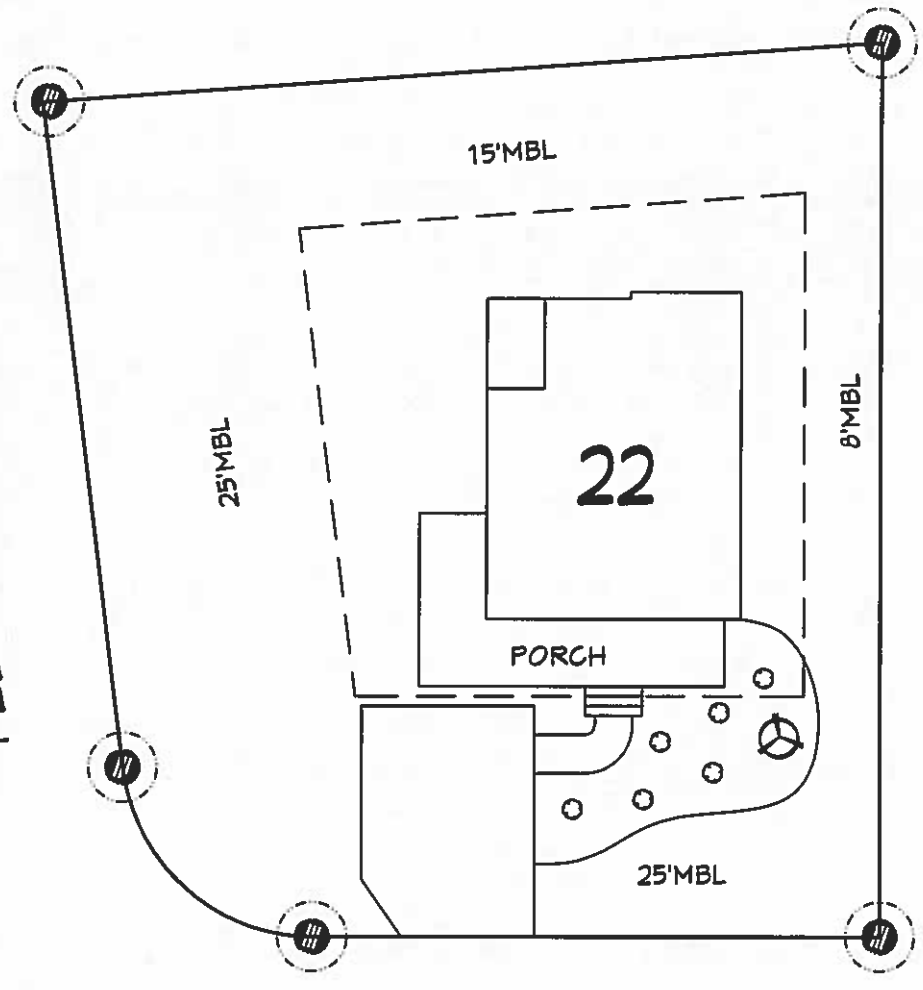
Contractor/Manufacturer

Contact

1) HVAC	Trane/Carrier	https://www.trane.com/
HVAC Installation	J&J Mechanical	(855) 800-1341
	Elite Mechanical	(252) 746-6200
2) Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Installation	Hardee's Plumbing	(252) 341-5899
	Custom Services	(319) 210-0699
3) Hardware	Kwikset	https://www.kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
4) Windows	Silverline	https://www.silverlinewindows.com
Window Installation	Home Builders Supply Co.	(252) 320-0428
5) Exterior Doors	Plastpro	https://www.plastproinc.com
Exterior Door Installation	Home Builders Supply Co.	(252) 320-0428
6) Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	M&Z Debris Removal	(252) 341-9574
	Barraza Paint	(252) 378-4507
	Moza Painting	(252) 253-0058
	Hugo Painting	(252) 717-2148
	Cucue Front Line Painting	(919) 333-5304
7) Appliances	Frigidaire	https://www.frigidaire.com
Appliance Installation	Greenville TV and Appliance	(252) 756-2616

FLEMING STREET

HUDSON STREET



CITY OF GREENVILLE
 LOT 22
 PITT COUNTY, NORTH CAROLINA

DRAWING SCALE: 1" = 20'
 DATE: 2/27/23

10

City of Greenville
Lincoln Park Redevelopment

Page 1/2

Construction Phase	Contractor	Contact
Port-a-john	Jim's Liquid Waste	(252) 375-8669
Footing	Linwood Coward & Sons Foundations	(252) 717-5279
Footing	HR Gusano Concrete LLC	(252) 623-9127
Foundation	Jose Services	(919) 426-7707
Backfill	H&H Concrete	(252) 902-5799
Slab Foundation	H&H Concrete	(252) 902-5799
Brick Steps	H&H Concrete	(252) 902-5799
Framing	O&M Framing	(919) 288-7650
Framing	J Framing P	(252) 320-0461
Windows	Silverline	https://silverlinewindows.com
Exterior Doors	Plastp[ro	https://www.plastproinc.com
Roofing	E&J Framing	(252) 320-0428
Siding Installation	Richard's Building Services	(919)
Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Supplier	Ferguson Enterprises	(252) 756-6101
HVAC	J&J Mechanical	(855) 800-1341
Electrician	RJ Jones Electric	(252) 746-8627
Insulation	Tri-City Insulation/Tru Team	(252) 243-4999
Drywall	Brooks Drywall	(252) 756-0887
Interior Doors	Jeldwen	https://www.jeld-wen.com

Lincoln Park Redevelopment

Page 2/2

Construction Phase	Contractor	Contact
Interior Trim Installation	Jose's Services	(919) 426-7707
Cabinets	Home Builder's Supply	(252) 758-4151
Countertops	Worldstone Granite	(919) 468-8450
Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	Barraza Paint	(252) 341-9574
Paint Installation	Moza Painting	(252) 253-0058
Paint Installation	Hugo Painting	(252) 717-2148
Paint Installation	Cucue Front Line Painting	(919) 333-5304
Floor Covering	Elite Flooring	(252) 561-7755
Hardware	Kwikset	https://kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
Appliances	Frigidaire	https://frigidaire.com
Appliance Installation	Greenville TV & Appliance	(252) 756-2616
Lights Supplier	Ferguson Enterprises	(252) 756-6101
Flatwork	H&H Concrete	(252) 902-5799
Landscape	Bryan Smith Landscape	(252) 341-2449
Landscape	Presser's Lawn Service	(252) 378-8085
Cleaning	Express Waste Removal	(252) 695-8539
Trash Pickup	Express Waste Removal	(252) 695-8539
Trash Pickup	M&Z Debris Removal	(252) 341-9574
Pressure Wash	Kingpin Pressure Washing	(252) 378-8085

**MINORITY AND WOMEN OWNED ENTERPRISES BUSINESS PARTICIPATION
IDENTIFICATION FORM**

Firm Name	Federal ID#	Firm Address	City	Race	Female Owned Firm	Minority Owned Firm
HR Gusano Footing	88-3305751	231 Antler Drive	Washington, NC 27889	L		Yes
Jose's Services	20-8019295	215 Nicholas Drive	Greenville, NC 27858	L		Yes
H&H Concrete and Mason	84-462011	3320 Mills Road	Greenville, NC 27858	L		Yes
J Framing P	87-1204851	244 Northwest Acres Drive	Greenville, NC 27834	L		Yes
E&J Framing	81-4366052	2313 Sadler Drive #8	Winterville, NC 28590	L		Yes
Barazza Paint	46-4485981	311 Harvey Road	Greenville, NC 27834	L		Yes
Moza LLC	38-4206759	231 Tyson Road	Winterville, NC 28590	L		Yes
Hugo Painting, LLC	35-2689230	7553 Little Rock Church Road	Lucama, NC 27851	L		Yes
Cucue Frontline Painting	86-1756696	PO Box 807	Clayton, NC 27528	L		Yes
Elite Flooring and Interiors	36-462209	PO Box 1086	Winterville, NC 28590	F	Yes	
M&Z Debris Removal	46-2755903	PO Box 8451	Greenville, NC 27835	L		Yes
O'Neil J Otero	47-2120409	2900 Camilla Drive	Winterville, NC 28590	L/F	Yes	Yes
King Pin Pressure Washing	42-2851154	PO Box 362	Ayden, NC 28513	B		Yes
Bryan Smith Landscaping	01-0706426	5233 NC 33 East	Greenville, NC 27858	F	Yes	

Identification of Minority/Women Business Participation

I, Bill Clark Homes of Greenville, LLC

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

COG Lot 22 Benson II 1258

Firm Name, Address and Phone #	Work type	MWBE Category
HR Gusano Footing (252) 623-9159 231 Antler Drive, Washington, NC 27889	Footing	L
Jose's Services (919) 426-7707 215 Nicholas Drive, Louisburg, NC 27549	Masonry Interior Trim	L
H&H Concrete and Mason (919) 426-7707 3320 Mills Road, Greenville, NC 27858	Concrete, Grading Masonry	L
J Framing P (252) 320-0461 244 Northwest Ecres Drive, Greenville, NC 27834	Framing	L
E&J Framing (252) 320-0428 2313 Sadler Drive #8, Winterville, NC 28590	Roofing	L
Barazza Paint (252) 378-4507 311 Harvey Road, Greenville, NC 27834	Paint	L
Moza, LLC (252) 253-0058 231 Tyson Road, Winterville, NC 28590	Paint	L
Hugo Painting, LLC (252) 717-2148 7553 Little Rock Church Road, Lucama, NC 27851	Paint	L
Cucue Frontline Painting (919) 333-5304 PO Box 807, Clayton, NC 27528	Paint	L
Elite Flooring and Interiors (252) 561-7755 PO Box 8451, Greenville, NC 27835	Floor Covering	F
M&Z Debris Removal (252) 341-9574 PO Box 8451, Greenville, NC 27835	Exterior Clean	L
O'Neil J Otero (252) 695-8539 2900 Camilla Drive, Winterville, NC 28590	Interior Clean	L/F
King Pin Pressure Washing (252) 378-8085 PO Box 362, Ayden, NC 28513	Pressure Washing	B
Bryan Smith Landscaping (252) 341-2449 5233 NC 33 East, Greenville, NC 27858	Landscaping	F

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

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

The total value of MBE business contracting will be \$12,250.00

The total value of WBE business contracting will be \$4,435.00

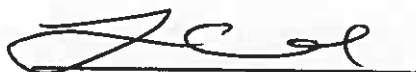
Attachment E

(4 of 6)

City of Greenville Planning and Development Services Department

**Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 22 Hudson Street, Greenville NC



Contractor Signature

3-2-23

Date

Bill Clark Homes of Greenville

Business Name

252-355-5805

Phone Number

200 E Arlington Blvd Suite A
Greenville, NC 27858

Address

561913554

EIN or FIN

L.34592

NC General Contractors License Number

Addenda Received: _____

Submitted by: Jake Fire - Bill Clark Homes

Total Cost	\$204,900 ⁰⁰
------------	-------------------------

CERTIFICATION REGARDING LOBBYING

(must be submitted with bid if \$100K or more)

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.

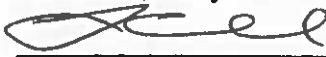
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, 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.*)]

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The Contractor, Bill Clark Homes, 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.



Signature of Contractor's Authorized Official

Lance Clark, Owner

Name and Title of Contractor's Authorized Official

3-2-23

Date

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. EIDorado's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

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Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 3-2-23

Signature 

Company Name Bill Clark Homes of Greenville

Title Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Contact

Name Bill Clark Homes of Greenville, LLC
Address 200 E. Arlington Blvd. Ste A
Greenville, NC 27858
Phone (252) 355-5805

License

License # L_34592
Account Type License
Effective Date 01/01/2023
Expiration Date 12/31/2023
Status Active
License Limitation Unlimited

Active Classifications

Building

Qualifiers

Name	Qualifier #	Status
Michael Steven Cox	Q.08949	Active



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentinel Risk Advisors LLC 4700 Six Forks Road Suite 200 Raleigh NC 27609	CONTACT NAME: Ashley Riley PHONE (A/C, No, Ext): (919) 926-4623 FAX (A/C, No): (919) 926-4664 E-MAIL ADDRESS: ariley@sentinelra.com																					
INSURED Bill Clark Homes, LLC 200 E. Arlington Blvd Suite A Greenville NC 27858	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Falls Lake Fire and Casualty Co</td> <td style="text-align: center;">15884</td> </tr> <tr> <td>INSURER B:</td> <td>Builders Mutual Ins Co</td> <td style="text-align: center;">10844</td> </tr> <tr> <td>INSURER C:</td> <td>Acceptance Indemnity Insurance Company</td> <td style="text-align: center;">20010</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Falls Lake Fire and Casualty Co	15884	INSURER B:	Builders Mutual Ins Co	10844	INSURER C:	Acceptance Indemnity Insurance Company	20010	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL22123015036 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible: \$25,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			FLC0001170-00	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CAP 0035986 01	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EMM0000605 02	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCP 1076483 16	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Greenville 200 West Fifth Street Greenville NC 27834	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Additional Named Insureds

Other Named Insureds

Bill Clark	Individual, Additional Named Insured
Bill Clark Homes 401k Plan	Additional Named Insured
Bill Clark Homes of Fayetteville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Greenville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Myrtle Beach, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Raleigh, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Wilmington, LLC	Limited Liability Company, Additional Named Insured
Clark Builders, LLC	Limited Liability Company, Additional Named Insured
Clark Granter Trust	Additional Named Insured
Clark Land Company, LLC	Limited Liability Company, Additional Named Insured
Hannover Lakes LLC	Limited Liability Company, Additional Named Insured
LHH Holdings	Additional Named Insured
LHH Rentals, LLC	Limited Liability Company, Additional Named Insured

BRICK
ROOFING
WINDOWS, DOORS
BUILDERS HARDWARE

PAINTS
LUMBER
CEMENT
PLYWOOD



P.O. BOX 820 ♦ 2000 DICKINSON AVE.
GREENVILLE, NORTH CAROLINA 27835-0820
PHONE (252) 758-4151 ♦ FAX (252) 758-9477

February 27, 2023

Bill Clark Homes
200 East Arlington Blvd, Suite R
Greenville, NC 27858

As of February 27, 2023, Bill Clark Homes's account with Home Builders Supply is current and in good standing. Their credit history with us has been excellent.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jason Tew", is written over the typed name.

Jason Tew
General Manager

5

1507 Fleming Street, Greenville, NC



1503 Fleming Street, Greenville, NC



1501 Fleming Street, Greenville, NC



1495 Fleming Street, Greenville, NC





381 / Morganton Road
Fayetteville, NC 28314

March 2, 2023

To City of Greenville:

Please be advised that Bill Clark Homes is one of our best clients and has beyond the financial capacity to build 6 homes in the Lincoln Park Project for the City of Greenville, NC. They have a very long valued relationship with Truist and we support their efforts and highly recommend them for this project.

Should you have any further questions regarding this matter, please do not hesitate to call me at 910-540-1010.

Sincerely,

Michael J. Keenan

Senior Vice President

Single Family Residential Banker

101 N Third St., Wilmington NC 28401

Mobile 910-540-1010 / Office 910-815-2771

mike.keenan@truist.com



Construction Phase	Contractor	Schedule
Port-a-john	Jim's Liquid Waste	Week 1
Footing	Alan Coward	Week 1
Footing	HR Gusano Concrete LLC	Week 1
Foundaton Installation	Jose's Services	Week 2
Backfill	H&H Concrete	Week 2
Slab Installation	H&H Concrete	Week 2
Brick Steps and Piers Installation	H&H Concrete	Week 3
Framing	O&M Framing	Week 3
Framing	J Framing P	Week 3
Windows	Home Builders Supply, Inc.	Week 4
Exterior Doors	Home Builders Supply, Inc.	Week 4
Roofing	E&J Framing	Week 4
Siding Installation	Richard's Building Services	Week 4
Plumbing Rough	Hardee's Plumbing	Week 4
Plumbing Rough	Custom Services	Week 4
HVAC Rough	J&J Mechanical	Week 4,5
HVAC Rough	Elite Mechanical	Week 4,5
Electric Rough	Ashley Smith Electric	Week 5,6
Electric Rough	RJ Jones Electric	Week 5,6
Rough-in Inspections	City of Greenville	Week 5,6
Framing Inspections	City of Greenville	Week 6
Insulation	Tri-City Insulation/ Truteam	Week 7
Drywall	Brooks Drywall, Inc.	Week 7,8
Interior Doors	Jeldwen	Week 9
Interior Trim Installation	Jose's Services	Week 10

Paint	M&Z Debris Removal	Week 10,11
Paint	Barraza Paint	Week 10,11
Paint	Moza Painting	Week 10,11
Paint	Hugo Painting	Week 10,11
Paint	Cucue Front Line Painting	Week 10,11
Cabinets	Home Builders Supply Co.	Week 12
Countertops	Worldstone Granite	Week 12
Plumbing Trim	Hardee's Plumbing	Week 13
Plumbing Trim	Custom Services	Week 13
HVAC Trim	J&J Mechanical	Week 13, 14
HVAC Trim	Elite Mechanical	Week 13, 14
Electric Trim	Ashley Smith Electric	Week 13, 14
Electric Trim	RJ Jones Electric	Week 13, 14
Flatwork	H&H Concrete	Week 13,14
Floor Covering	Elite Flooring	Week 14
Lights	Ferguson Enterprises	Week 14
Landscape	Bryan Smith Landscaping	Week 14
Landscape	Presser's Lawn Care	Week 14
Hardware Installation	Mercer Glass	Week 15
Appliance Installation	Greenville TV and Appliance	Week 16
Final Inspections	City of Greenville	Week 16
Final Clean	Express Waste Removal	Week 16
Final Clean	M&Z Debris Removal	Week 16
Pressure Wash	Kingpin Pressure Washing	Week 16

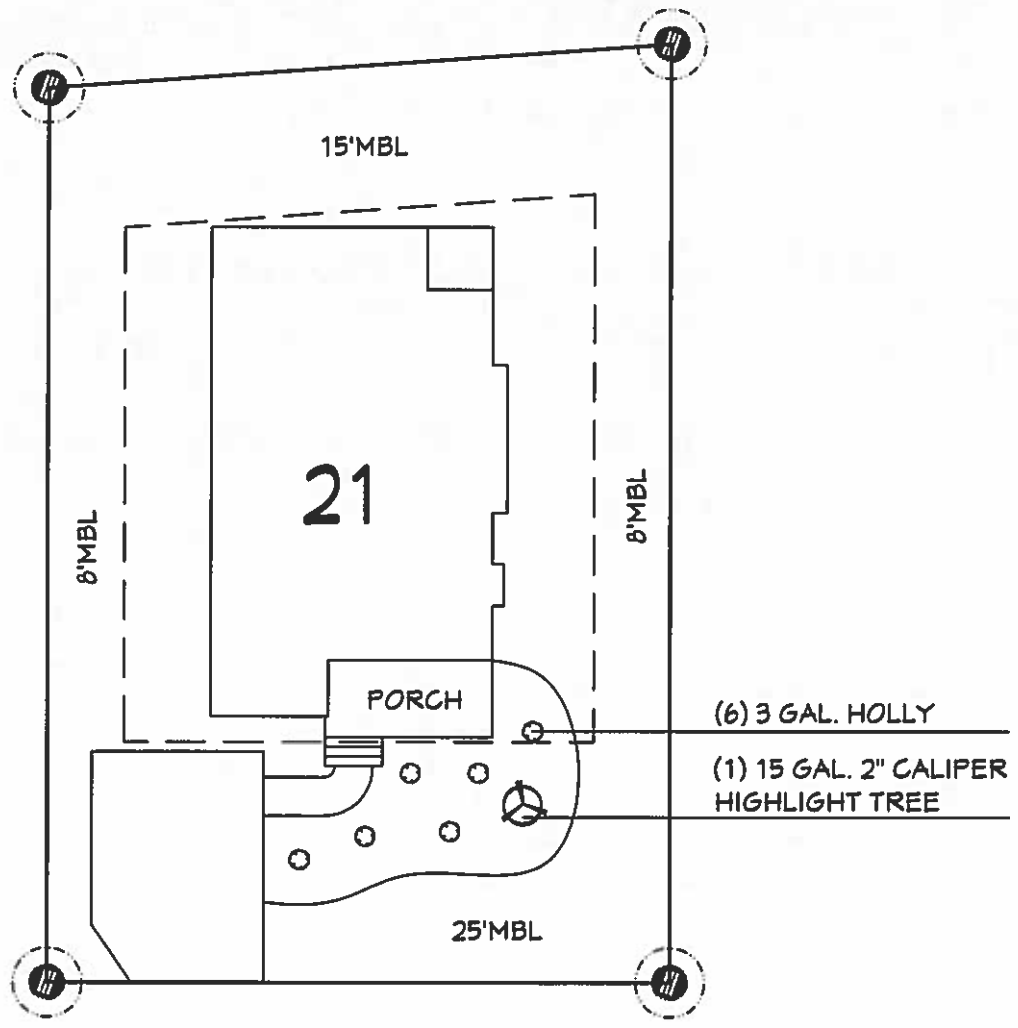
Form C

Construction Phase

Contractor/Manufacturer

Contact

1) HVAC	Trane/Carrier	https://www.trane.com/
HVAC Installation	J&J Mechanical	(855) 800-1341
	Elite Mechanical	(252) 746-6200
2) Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Installation	Hardee's Plumbing	(252) 341-5899
	Custom Services	(319) 210-0699
3) Hardware	Kwikset	https://www.kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
4) Windows	Silverline	https://www.silverlinewindows.com
Window Installation	Home Builders Supply Co.	(252) 320-0428
5) Exterior Doors	Plastpro	https://www.plastproinc.com
Exterior Door Installation	Home Builders Supply Co.	(252) 320-0428
6) Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	M&Z Debris Removal	(252) 341-9574
	Barraza Paint	(252) 378-4507
	Moza Painting	(252) 253-0058
	Hugo Painting	(252) 717-2148
	Cucue Front Line Painting	(919) 333-5304
7) Appliances	Frigidaire	https://www.frigidaire.com
Appliance Installation	Greenville TV and Appliance	(252) 756-2616



HUDSON STREET

CITY OF GREENVILLE
LOT 21
PITT COUNTY, NORTH CAROLINA

DRAWING SCALE: 1" = 20'
DATE: 2/21/23

City of Greenville
Lincoln Park Redevelopment

Page 1/2

Construction Phase	Contractor	Contact
Port-a-john	Jim's Liquid Waste	(252) 375-8669
Footing	Linwood Coward & Sons Foundations	(252) 717-5279
Footing	HR Gusano Concrete LLC	(252) 623-9127
Foundation	Jose Services	(919) 426-7707
Backfill	H&H Concrete	(252) 902-5799
Slab Foundation	H&H Concrete	(252) 902-5799
Brick Steps	H&H Concrete	(252) 902-5799
Framing	O&M Framing	(919) 288-7650
Framing	J Framing P	(252) 320-0461
Windows	Silverline	https://silverlinewindows.com
Exterior Doors	Plastp[ro	https://www.plastproinc.com
Roofing	E&J Framing	(252) 320-0428
Siding Installation	Richard's Building Services	(919)
Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Supplier	Ferguson Enterprises	(252) 756-6101
HVAC	J&J Mechanical	(855) 800-1341
Electrician	RJ Jones Electric	(252) 746-8627
Insulation	Tri-City Insulation/Tru Team	(252) 243-4999
Drywall	Brooks Drywall	(252) 756-0887
Interior Doors	Jeldwen	https://www.jeld-wen.com

Lincoln Park Redevelopment

Page 2/2

Construction Phase	Contractor	Contact
Interior Trim Installation	Jose's Services	(919) 426-7707
Cabinets	Home Builder's Supply	(252) 758-4151
Countertops	Worldstone Granite	(919) 468-8450
Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	Barraza Paint	(252) 341-9574
Paint Installation	Moza Painting	(252) 253-0058
Paint Installation	Hugo Painting	(252) 717-2148
Paint Installation	Cucue Front Line Painting	(919) 333-5304
Floor Covering	Elite Flooring	(252) 561-7755
Hardware	Kwikset	https://kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
Appliances	Frigidaire	https://frigidaire.com
Appliance Installation	Greenville TV & Appliance	(252) 756-2616
Lights Supplier	Ferguson Enterprises	(252) 756-6101
Flatwork	H&H Concrete	(252) 902-5799
Landscape	Bryan Smith Landscape	(252) 341-2449
Landscape	Presser's Lawn Service	(252) 378-8085
Cleaning	Express Waste Removal	(252) 695-8539
Trash Pickup	Express Waste Removal	(252) 695-8539
Trash Pickup	M&Z Debris Removal	(252) 341-9574
Pressure Wash	Kingpin Pressure Washing	(252) 378-8085

**MINORITY AND WOMEN OWNED ENTERPRISES BUSINESS PARTICIPATION
IDENTIFICATION FORM**

Firm Name	Federal ID#	Firm Address	City	Race	Female Owned Firm	Minority Owned Firm
HR Gusano Footing	88-3305751	231 Antler Drive	Washington, NC 27889	L		Yes
Jose's Services	20-8019295	215 Nicholas Drive	Greenville, NC 27858	L		Yes
H&H Concrete and Mason	84-462011	3320 Mills Road	Greenville, NC 27858	L		Yes
J Framing P	87-1204851	244 Northwest Acres Drive	Greenville, NC 27834	L		Yes
E&J Framing	81-4366052	2313 Sadler Drive #8	Winterville, NC 28590	L		Yes
Barazza Paint	46-4485981	311 Harvey Road	Greenville, NC 27834	L		Yes
Moza LLC	38-4206759	231 Tyson Road	Winterville, NC 28590	L		Yes
Hugo Painting, LLC	35-2689230	7553 Little Rock Church Road	Lucama, NC 27851	L		Yes
Cucue Frontline Painting	86-1756696	PO Box 807	Clayton, NC 27528	L		Yes
Elite Flooring and Interiors	36-462209	PO Box 1086	Winterville, NC 28590	F	Yes	
M&Z Debris Removal	46-2755903	PO Box 8451	Greenville, NC 27835	L		Yes
O'Neil J Otero	47-2120409	2900 Camilla Drive	Winterville, NC 28590	L/F	Yes	Yes
King Pin Pressure Washing	42-2851154	PO Box 362	Ayden, NC 28513	B		Yes
Bryan Smith Landscaping	01-0706426	5233 NC 33 East	Greenville, NC 27858	F	Yes	

Identification of Minority/Women Business Participation

I, Bill Clark Homes of Greenville, LLC

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

COG Lot 21 Craftsman 1375

Firm Name, Address and Phone #	Work type	MWBE Category
HR Gusano Footing (252) 623-9159 231 Antler Drive, Washington, NC 27889	Footing	L
Jose's Services (919) 426-7707 215 Nicholas Drive, Louisburg, NC 27549	Masonry Interior Trim	L
H&H Concrete and Mason (919) 426-7707 3320 Mills Road, Greenville, NC 27858	Concrete, Grading Masonry	L
J Framing P (252) 320-0461 244 Northwest Ecres Drive, Greenville, NC 27834	Framing	L
E&J Framing (252) 320-0428 2313 Sadler Drive #8, Winterville, NC 28590	Roofing	L
Barazza Paint (252) 378-4507 311 Harvey Road, Greenville, NC 27834	Paint	L
Moza, LLC (252) 253-0058 231 Tyson Road, Winterville, NC 28590	Paint	L
Hugo Painting, LLC (252) 717-2148 7553 Little Rock Church Road, Lucama, NC 27851	Paint	L
Cucue Frontline Painting (919) 333-5304 PO Box 807, Clayton, NC 27528	Paint	L
Elite Flooring and Interiors (252) 561-7755 PO Box 8451, Greenville, NC 27835	Floor Covering	F
M&Z Debris Removal (252) 341-9574 PO Box 8451, Greenville, NC 27835	Exterior Clean	L
O'Neil J Otero (252) 695-8539 2900 Camilla Drive, Winterville, NC 28590	Interior Clean	L/F
King Pin Pressure Washing (252) 378-8085 PO Box 362, Ayden, NC 28513	Pressure Washing	B
Bryan Smith Landscaping (252) 341-2449 5233 NC 33 East, Greenville, NC 27858	Landscaping	F

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

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

The total value of MBE business contracting will be \$10,365.00

The total value of WBE business contracting will be \$4,175.00

Attachment E
Form C
(3 of 6)

City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet

Property Location: Tract 21 - 620 Hudson Street, Greenville NC


Contractor Signature

3-2-23
Date

Bill Clark Homes of Greenville
Business Name

(252) 355-5805
Phone Number

200 E. Arlington Blvd. Greenville NC 27858
Address

561913554
EIN or FIN

L 34592
NC General Contractors License Number

Addenda Received: _____

Submitted by: Jake Fine - Bill Clark Homes

Total Cost	\$ 199,900⁰⁰
-------------------	--------------------------------

CERTIFICATION REGARDING LOBBYING
(must be submitted with bid if \$100K or more)

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.

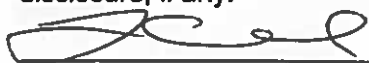
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, 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 subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, Bill Clark Homes, 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.



Signature of Contractor's Authorized Official

Lance Clark, Owner

Name and Title of Contractor's Authorized Official

3-2-23

Date

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. ElDorado's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

A bidder or offeror must submit to the City of Greenville the appropriate Buy America certification (below) with all bids or offers, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 3-2-23

Signature 

Company Name Bill Clark Homes of Greenville

Title Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Contact

Name Bill Clark Homes of Greenville, LLC
Address 200 E. Arlington Blvd. Ste A
Greenville, NC 27858
Phone (252) 355-5805

License

License # L_34592
Account Type License
Effective Date 01/01/2023
Expiration Date 12/31/2023
Status Active
License Limitation Unlimited

Active Classifications

Building

Qualifiers

Name	Qualifier #	Status
Michael Steven Cox	Q_08949	Active

Additional Named Insureds

Other Named Insureds

Bill Clark	Individual, Additional Named Insured
Bill Clark Homes 401k Plan	Additional Named Insured
Bill Clark Homes of Fayetteville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Greenville, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Myrtle Beach, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Raleigh, LLC	Limited Liability Company, Additional Named Insured
Bill Clark Homes of Wilmington, LLC	Limited Liability Company, Additional Named Insured
Clark Builders, LLC	Limited Liability Company, Additional Named Insured
Clark Granter Trust	Additional Named Insured
Clark Land Company, LLC	Limited Liability Company, Additional Named Insured
Hannover Lakes LLC	Limited Liability Company, Additional Named Insured
LHH Holdings	Additional Named Insured
LHH Rentals, LLC	Limited Liability Company, Additional Named Insured

BRICK
ROOFING
WINDOWS, DOORS
BUILDERS HARDWARE

PAINTS
LUMBER
CEMENT
PLYWOOD



P.O. BOX 820 ♦ 2000 DICKINSON AVE.
GREENVILLE, NORTH CAROLINA 27835-0820
PHONE (252) 758-4151 ♦ FAX (252) 758-9477

February 27, 2023

Bill Clark Homes
200 East Arlington Blvd, Suite R
Greenville, NC 27858

As of February 27, 2023, Bill Clark Homes's account with Home Builders Supply is current and in good standing. Their credit history with us has been excellent.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jason Tew", written over a white background.

Jason Tew
General Manager

1507 Fleming Street, Greenville, NC



1503 Fleming Street, Greenville, NC



6

1501 Fleming Street, Greenville, NC



1495 Fleming Street, Greenville, NC





381 / Morganton Road
Fayetteville, NC 28314

March 2, 2023

To City of Greenville:

Please be advised that Bill Clark Homes is one of our best clients and has beyond the financial capacity to build 6 homes in the Lincoln Park Project for the City of Greenville, NC. They have a very long valued relationship with Truist and we support their efforts and highly recommend them for this project.

Should you have any further questions regarding this matter, please do not hesitate to call me at 910-540-1010.

Sincerely,

Michael J. Keenan
Senior Vice President
Single Family Residential Banker
101 N Third St., Wilmington NC 28401
Mobile 910-540-1010 / Office 910-815-2771
mike.keenan@truist.com



Construction Phase	Contractor	Schedule
Port-a-john	Jim's Liquid Waste	Week 1
Footing	Alan Coward	Week 1
Footing	HR Gusano Concrete LLC	Week 1
Foundaton Installation	Jose's Services	Week 2
Backfill	H&H Concrete	Week 2
Slab Installation	H&H Concrete	Week 2
Brick Steps and Piers Installation	H&H Concrete	Week 3
Framing	O&M Framing	Week 3
Framing	J Framing P	Week 3
Windows	Home Builders Supply, Inc.	Week 4
Exterior Doors	Home Builders Supply, Inc.	Week 4
Roofing	E&J Framing	Week 4
Siding Installation	Richard's Building Services	Week 4
Plumbing Rough	Hardee's Plumbing	Week 4
Plumbing Rough	Custom Services	Week 4
HVAC Rough	J&J Mechanical	Week 4,5
HVAC Rough	Elite Mechanical	Week 4,5
Electric Rough	Ashley Smith Electric	Week 5,6
Electric Rough	RJ Jones Electric	Week 5,6
Rough-in Inspections	City of Greenville	Week 5,6
Framing Inspections	City of Greenville	Week 6
Insulation	Tri-City Insulation/ Truteam	Week 7
Drywall	Brooks Drywall, Inc.	Week 7,8
Interior Doors	Jeldwen	Week 9
Interior Trim Installation	Jose's Services	Week 10

Paint	M&Z Debris Removal	Week 10,11
Paint	Barraza Paint	Week 10,11
Paint	Moza Painting	Week 10,11
Paint	Hugo Painting	Week 10,11
Paint	Cucue Front Line Painting	Week 10,11
Cabinets	Home Builders Supply Co.	Week 12
Countertops	Worldstone Granite	Week 12
Plumbing Trim	Hardee's Plumbing	Week 13
Plumbing Trim	Custom Services	Week 13
HVAC Trim	J&J Mechanical	Week 13, 14
HVAC Trim	Elite Mechanical	Week 13, 14
Electric Trim	Ashley Smith Electric	Week 13, 14
Electric Trim	RJ Jones Electric	Week 13, 14
Flatwork	H&H Concrete	Week 13,14
Floor Covering	Elite Flooring	Week 14
Lights	Ferguson Enterprises	Week 14
Landscape	Bryan Smith Landscaping	Week 14
Landscape	Presser's Lawn Care	Week 14
Hardware Installation	Mercer Glass	Week 15
Appliance Installation	Greenville TV and Appliance	Week 16
Final Inspections	City of Greenville	Week 16
Final Clean	Express Waste Removal	Week 16
Final Clean	M&Z Debris Removal	Week 16
Pressure Wash	Kingpin Pressure Washing	Week 16

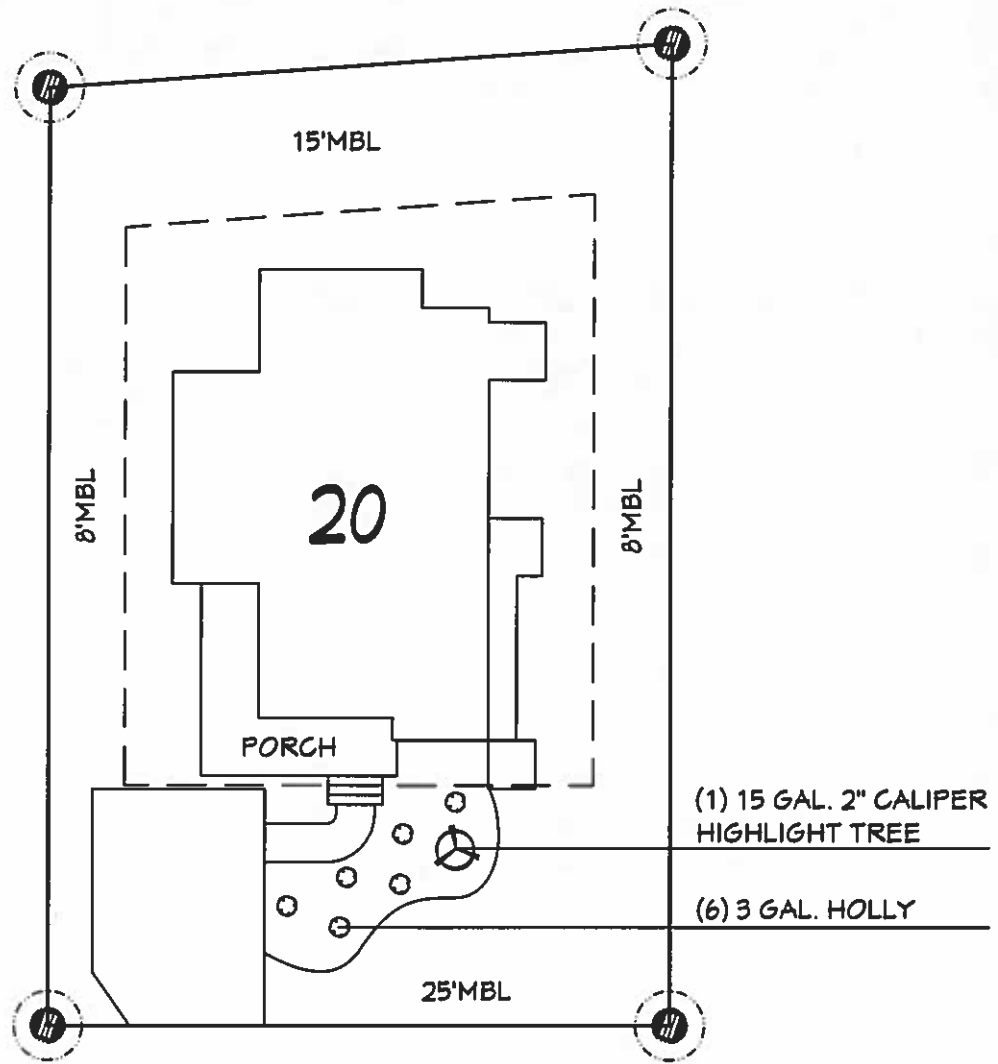
Form C

Construction Phase

Contractor/Manufacturer

Contact

1) HVAC	Trane/Carrier	https://www.trane.com/
HVAC Installation	J&J Mechanical	(855) 800-1341
	Elite Mechanical	(252) 746-6200
2) Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Installation	Hardee's Plumbing	(252) 341-5899
	Custom Services	(319) 210-0699
3) Hardware	Kwikset	https://www.kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
4) Windows	Silverline	https://www.silverlinewindows.com
Window Installation	Home Builders Supply Co.	(252) 320-0428
5) Exterior Doors	Plastpro	https://www.plastproinc.com
Exterior Door Installation	Home Builders Supply Co.	(252) 320-0428
6) Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	M&Z Debris Removal	(252) 341-9574
	Barraza Paint	(252) 378-4507
	Moza Painting	(252) 253-0058
	Hugo Painting	(252) 717-2148
	Cucue Front Line Painting	(919) 333-5304
7) Appliances	Frigidaire	https://www.frigidaire.com
Appliance Installation	Greenville TV and Appliance	(252) 756-2616



HUDSON STREET

CITY OF GREENVILLE
LOT 20
PITT COUNTY, NORTH CAROLINA

DRAWING SCALE: 1" = 20'
DATE: 2/27/23

City of Greenville
Lincoln Park Redevelopment

Page 1/2

Construction Phase	Contractor	Contact
Port-a-john	Jim's Liquid Waste	(252) 375-8669
Footing	Linwood Coward & Sons Foundations	(252) 717-5279
Footing	HR Gusano Concrete LLC	(252) 623-9127
Foundation	Jose Services	(919) 426-7707
Backfill	H&H Concrete	(252) 902-5799
Slab Foundation	H&H Concrete	(252) 902-5799
Brick Steps	H&H Concrete	(252) 902-5799
Framing	O&M Framing	(919) 288-7650
Framing	J Framing P	(252) 320-0461
Windows	Silverline	https://silverlinewindows.com
Exterior Doors	Plastp[ro	https://www.plastproinc.com
Roofing	E&J Framing	(252) 320-0428
Siding Installation	Richard's Building Services	(919)
Bathroom Fixtures	Pfister	https://www.pfisterfaucets.com
Plumbing Supplier	Ferguson Enterprises	(252) 756-6101
HVAC	J&J Mechanical	(855) 800-1341
Electrician	RJ Jones Electric	(252) 746-8627
Insulation	Tri-City Insulation/Tru Team	(252) 243-4999
Drywall	Brooks Drywall	(252) 756-0887
Interior Doors	Jeldwen	https://www.jeld-wen.com

Lincoln Park Redevelopment

Page 2/2

Construction Phase	Contractor	Contact
Interior Trim Installation	Jose's Services	(919) 426-7707
Cabinets	Home Builder's Supply	(252) 758-4151
Countertops	Worldstone Granite	(919) 468-8450
Paint	Sherwin Williams	https://www.sherwin-williams.com
Paint Installation	Barraza Paint	(252) 341-9574
Paint Installation	Moza Painting	(252) 253-0058
Paint Installation	Hugo Painting	(252) 717-2148
Paint Installation	Cucue Front Line Painting	(919) 333-5304
Floor Covering	Elite Flooring	(252) 561-7755
Hardware	Kwikset	https://kwikset.com
Hardware Installation	Mercer Glass	(252) 752-5101
Appliances	Frigidaire	https://frigidaire.com
Appliance Installation	Greenville TV & Appliance	(252) 756-2616
Lights Supplier	Ferguson Enterprises	(252) 756-6101
Flatwork	H&H Concrete	(252) 902-5799
Landscape	Bryan Smith Landscape	(252) 341-2449
Landscape	Presser's Lawn Service	(252) 378-8085
Cleaning	Express Waste Removal	(252) 695-8539
Trash Pickup	Express Waste Removal	(252) 695-8539
Trash Pickup	M&Z Debris Removal	(252) 341-9574
Pressure Wash	Kingpin Pressure Washing	(252) 378-8085

**MINORITY AND WOMEN OWNED ENTERPRISES BUSINESS PARTICIPATION
IDENTIFICATION FORM**

Firm Name	Federal ID#	Firm Address	City	Race	Female Owned Firm	Minority Owned Firm
HR Gusano Footing	88-3305751	231 Antler Drive	Washington, NC 27889	L		Yes
Jose's Services	20-8019295	215 Nicholas Drive	Greenville, NC 27858	L		Yes
H&H Concrete and Mason	84-462011	3320 Mills Road	Greenville, NC 27858	L		Yes
J Framing P	87-1204851	244 Northwest Acres Drive	Greenville, NC 27834	L		Yes
E&J Framing	81-4366052	2313 Sadler Drive #8	Winterville, NC 28590	L		Yes
Barazza Paint	46-4485981	311 Harvey Road	Greenville, NC 27834	L		Yes
Moza LLC	38-4206759	231 Tyson Road	Winterville, NC 28590	L		Yes
Hugo Painting, LLC	35-2689230	7553 Little Rock Church Road	Lucama, NC 27851	L		Yes
Cucue Frontline Painting	86-1756696	PO Box 807	Clayton, NC 27528	L		Yes
Elite Flooring and Interiors	36-462209	PO Box 1086	Winterville, NC 28590	F	Yes	
M&Z Debris Removal	46-2755903	PO Box 8451	Greenville, NC 27835	L		Yes
O'Neil J Otero	47-2120409	2900 Camilla Drive	Winterville, NC 28590	L/F	Yes	Yes
King Pin Pressure Washing	42-2851154	PO Box 362	Ayden, NC 28513	B		Yes
Bryan Smith Landscaping	01-0706426	5233 NC 33 East	Greenville, NC 27858	F	Yes	

Identification of Minority/Women Business Participation

I, Bill Clark Homes of Greenville, LLC

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

COG Lot 20 Julia II 1313

Firm Name, Address and Phone #	Work type	MWBE Category
HR Gusano Footing (252) 623-9159 231 Antler Drive, Washington, NC 27889	Footing	L
Jose's Services (919) 426-7707 215 Nicholas Drive, Louisburg, NC 27549	Masonry Interior Trim	L
H&H Concrete and Mason (919) 426-7707 3320 Mills Road, Greenville, NC 27858	Concrete, Grading Masonry	L
J Framing P (252) 320-0461 244 Northwest Ecres Drive, Greenville, NC 27834	Framing	L
E&J Framing (252) 320-0428 2313 Sadler Drive #8, Winterville, NC 28590	Roofing	L
Barazza Paint (252) 378-4507 311 Harvey Road, Greenville, NC 27834	Paint	L
Moza, LLC (252) 253-0058 231 Tyson Road, Winterville, NC 28590	Paint	L
Hugo Painting, LLC (252) 717-2148 7553 Little Rock Church Road, Lucama, NC 27851	Paint	L
Cucue Frontline Painting (919) 333-5304 PO Box 807, Clayton, NC 27528	Paint	L
Elite Flooring and Interiors (252) 561-7755 PO Box 8451, Greenville, NC 27835	Floor Covering	F
M&Z Debris Removal (252) 341-9574 PO Box 8451, Greenville, NC 27835	Exterior Clean	L
O'Neil J Otero (252) 695-8539 2900 Camilla Drive, Winterville, NC 28590	Interior Clean	L/F
King Pin Pressure Washing (252) 378-8085 PO Box 362, Ayden, NC 28513	Pressure Washing	B
Bryan Smith Landscaping (252) 341-2449 5233 NC 33 East, Greenville, NC 27858	Landscaping	F

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

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

The total value of MBE business contracting will be \$9,675.00

The total value of WBE business contracting will be \$4,525.00

MBForms 2002-
Revised July 2010
Updatd 2015

Attachment E
(2 of 6)

**City of Greenville Planning and Development Services Department
Construction of Single-Family Units
Proposal Submittal Sheet**

Property Location: Tract 20 Hudson Street, Greenville NC


Contractor Signature

3-2-23
Date

Bill Clark Homes of Greenville
Business Name

252-355-5805
Phone Number

200 E Arlington Blvd Suite A
Greenville, NC 27858
Address

561913554
EIN or FIN

L.34592
NC General Contractors License Number

Addenda Received: _____

Submitted by: Jake Fine - Bill Clark Homes

Total Cost	\$190,800 ⁰⁰
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CERTIFICATION REGARDING LOBBYING
(must be submitted with bid if \$100K or more)

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 subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, Bill Clark Homes, 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.

 Signature of Contractor's Authorized Official

Lance Clark, Owner Name and Title of Contractor's Authorized Official

3-2-23 Date

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. Eldorado's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

A bidder or offeror must submit to the City of Greenville the appropriate Buy America certification (below) with all bids or offers, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 3-2-23

Signature 

Company Name Bill Clark Homes of Greenville

Title Owner

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Vendor Name: _____

Vendor Number: _____

Exhibit C

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination

Contract # _____

provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of

- the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

Exhibit D: Federal Contracting Requirements

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

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they 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.

Termination for Convenience (General Provision)

Should the City terminate this contract, in whole or in part, under the provisions herein, then the City does hereby, for itself, successors and assigns, hold harmless, indemnify, release, acquit and forever discharge the Contractor from any and all losses, costs, damages, claims, demands, expenses, liens, assessments, warranties, causes of actions, civil actions, judgments, levies and executions of whatsoever nature and kind,

including attorney's fees incurred in connection therewith, whether known or unknown, whether now existing or arising hereafter, whether at law or in equity, in connection with or in any way related to the Property herein.

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.

Breaches and Dispute Resolution

Performance During Dispute - Unless otherwise directed by City of Greenville, 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Greenville 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 City of Greenville 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 City of Greenville 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.

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.

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.”

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.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance.

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.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Vendor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Vendor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year;
or

2. The Vendor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Vendor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

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.

Energy Conservation

The Vendor and subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Davis-Bacon Requirements

If applicable to this contract, the Vendor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of

payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Vendor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Vendor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Vendor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Vendor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Vendor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Vendor does not make payments to a trustee or other third person, the Vendor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Vendor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Vendor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Vendor under this contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Vendor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Vendor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Vendor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Vendor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Vendor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home

addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Vendor is responsible for the submission of copies of payrolls by all subcontractors. Vendors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Vendor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Vendor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Vendor to require a subcontractor to provide addresses and social security numbers to the prime Vendor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Vendor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Vendor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Vendor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Vendor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Vendor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship

program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Vendor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Vendor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Vendor's or sub-Vendor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Vendor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Vendor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Vendor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

The Vendor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. *Contract Termination: Debarment.*

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Vendor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act Requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Disputes Concerning Labor Standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Vendor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of Eligibility.*

(i) By entering into this contract, the Vendor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Vendor. The Vendor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Vendor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Vendor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractors with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Vendor and sub-Vendor as provided in 29 C.F.R. § 5.12.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontractors. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

CERTIFICATION REGARDING LOBBYING

(Must be submitted with bid if \$100K or more)

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, _____, 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. (Braun's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access. Eldorado's conversion processes have been determined to constitute final assembly for minivans converted for wheelchair access.)

A bidder or offer must submit to the City of Greenville the appropriate Buy America certification (below) with all bids or offers, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Vendor Name: Bill Clark Homes of Greenville, LLC

Contract # _____

Vendor Number: 11274

Exhibit E: City of Greenville Contractor Draw Form

Address: _____

Contract Date: _____

Contractor: _____

Contract Price: \$ _____

Items Completed		%	Contract Cost/ Draws		
			1	2	3
1	Permits	6	\$00,000.00	\$00.00	\$00.00
2	Clearing/Grading/Fill	3			
3	Footing, Underground Plumbing, Soil Treatment	5			
4	Foundation/Slab Poured	6			
5	Exterior Walls/Tie Beam	6			
6	Roof Trusses	6			
7	Roof Sheathing/Felt	4			
8	Interior Framing Complete	5			
9	Windows/Exterior Door Frames Set	4			
10	2 nd Plumbing/Tub Set	2			
11	Wiring Rough-In	4			
12	HVAC-Ducts Installed	2			
13	Roof Shingles/Tiles Installed	4			
14	Insulation (walls & ceilings)	2			
15	Exterior Trim/Soffits	3			
16	Drywall Hung	4			
17	Drywall Finish	3			
18	Interior Trim/Interior Doors Installed	4			
19	Interior Paint	3			
20	Siding/Brick	4			
21	Exterior Paint Complete	3			
22	Exterior Doors & Garage Door Installed	2			
23	Cabinets/Countertops Installed	3			
24	Plumbing Finish	1			
25	Electrical Finish	1			
26	Finish Flooring – Carpet/Vinyl/Tile	2			
27	Appliances Installed	2			
28	HVAC –Compressor/Air Handler Installed	3			
29	Driveway/Walks Installed	1			
30	Landscaping	2			
	Total Contract Amount	100			

The improvements were personally inspected by me and found to be _____ % complete to date and the required inspection has passed.

Construction Coordinator

Date

Draw Amount: _____

Approved: _____
Renee Skeen, Program Manager

Tiana Berryman, Director of Neighborhood and Business Services
Department



City of Greenville, North Carolina

Meeting Date: 09/11/2023

Title of Item: Budget Ordinance Amendment #2 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), and the Donations Fund (Ordinance #18-062)

Explanation: Attached for consideration at the September 11, 2023 City Council meeting is an ordinance amending the 2023-2024 City of Greenville Budget Ordinance Amendment #2 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), and the Donations Fund (Ordinance #18-062).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To recognize additional donations received by the Police Department in the current fiscal year.	General	2,150
B	To adjust the Housing Fund budget based on receipt of the HUD final award allocation for the current fiscal year.	Housing	<39,660>
C	To record carryover of funding from FY2022-23 to complete capital and infrastructure needs identified at the end of the fiscal year.	General Public Works Capital Recreation & Parks Capital Facilities Improvement (FIP) Engineering Capital Fire/Rescue Capital	2,000,000

D	To recognize revenue received from Greenville Utilities as reimbursement for EnerGov software costs paid by the City.	General	7,600
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Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2023-24 Original Budget</u>	<u>Amendment #2</u>	<u>2023-24 Budget per Amendment #2</u>
General	\$104,283,765	\$2,007,600	\$106,291,365
Debt Service	6,863,408	-	6,863,408
Public Transportation (Transit)	5,572,716	-	5,572,716
Fleet Maintenance	6,357,587	-	6,357,587
Sanitation	9,416,250	-	9,416,250
Stormwater	12,618,171	-	12,618,171
Housing	1,975,598	<39,660>	1,935,938
Health Insurance	14,376,386	-	14,376,386
Vehicle Replacement	8,346,170	-	8,346,170
Facilities Improvement	2,001,139	310,000	2,311,139
Special Revenue Grants	14,176,830	-	14,176,830
Public Works Capital Projects	59,343,491	350,000	59,693,491
Recreation & Parks Capital Projects	16,015,218	500,000	16,515,218
Community Development Capital Projects	19,554,227	-	19,554,227
Engineering Capital Projects	59,989,786	325,000	60,314,786
Donations	449,401	2,150	451,551
Occupancy Tax	4,154,328	-	4,154,328
Fire/Rescue Capital Projects	12,994,528	400,000	13,394,528

Recommendation: Approve Budget Ordinance Amendment #2 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), and the Donations Fund (Ordinance #18-062)

ATTACHMENTS

[Copy of BA #2 Final.xlsx](#)

ORDINANCE NO. 23-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#2) Amending the 2023-24 Budget (Ordinance #23-046),
Capital Projects Funds (Ordinance #17-024),
Engineering Capital Projects Fund (Ordinance #20-019),
and the Donations Fund (Ordinance #18-062)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #23-046 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #2					
	2023-24 Revised Budget	C.	D.	Total Amend #2	2023-24 Budget per Amend #2
ESTIMATED REVENUES					
Property Tax	\$ 39,689,205	\$ -	\$ -	\$ -	\$ 39,689,205
Sales Tax	30,616,976	-	-	-	30,616,976
Video Prog. & Telecom. Service Tax	738,769	-	-	-	738,769
Rental Vehicle Gross Receipts	176,125	-	-	-	176,125
Utilities Franchise Tax	6,896,611	-	-	-	6,896,611
Motor Vehicle Tax	1,705,845	-	-	-	1,705,845
Other Unrestricted Intergov't	871,145	-	-	-	871,145
Powell Bill	2,390,610	-	-	-	2,390,610
Restricted Intergov't Revenues	598,603	-	-	-	598,603
Licenses, Permits and Fees	4,728,426	-	-	-	4,728,426
Rescue Service Transport	3,200,000	-	-	-	3,200,000
Parking Violation Penalties, Leases,	300,000	-	-	-	300,000
Other Revenues	1,236,918	-	7,600	7,600	1,244,518
Interest on Investments	750,000	-	-	-	750,000
Transfers In GUC	7,140,532	-	-	-	7,140,532
Appropriated Fund Balance	3,244,000	2,000,000	-	2,000,000	5,244,000
Total Revenues	\$ 104,283,765	\$ 2,000,000	\$ 7,600	\$ 2,007,600	\$ 106,291,365
APPROPRIATIONS					
Mayor/City Council	\$ 641,788	\$ -	\$ -	\$ -	\$ 641,788
City Manager	3,598,762	-	-	-	3,598,762
City Clerk	392,046	-	-	-	392,046
City Attorney	732,553	-	-	-	732,553
Human Resources	3,512,642	-	-	-	3,512,642
Information Technology	4,251,752	-	7,600	7,600	4,259,352
Engineering	6,033,873	-	-	-	6,033,873
Fire/Rescue	18,145,330	-	-	-	18,145,330
Financial Services	3,134,640	-	-	-	3,134,640
Recreation & Parks	9,303,540	-	-	-	9,303,540
Police	30,149,396	-	-	-	30,149,396
Public Works	7,583,370	115,000	-	115,000	7,698,370
Planning & Development	2,774,985	-	-	-	2,774,985
Neighborhood & Business Services	1,264,978	-	-	-	1,264,978
OPEB	700,000	-	-	-	700,000
Contingency	40,000	-	-	-	40,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	(1,950,887)
Total Appropriations	\$ 90,308,768	\$ 115,000	\$ 7,600	\$ 122,600	\$ 90,431,368
OTHER FINANCING SOURCES					
Transfers to Other Funds	\$ 13,974,997	\$ 1,885,000	\$ -	\$ 1,885,000	\$ 15,859,997
Total Other Financing Sources	\$ 13,974,997	\$ 1,885,000	\$ -	\$ 1,885,000	\$ 15,859,997
Total Approp & Other Fin Sources	\$ 104,283,765	\$ 2,000,000	\$ 7,600	\$ 2,007,600	\$ 106,291,365

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

	2023-24 Revised Budget	C.	Total Amend #2	2023-24 Budget per Amend #2
ESTIMATED REVENUES				
Occupancy Tax	\$ 422,610	\$ -	\$ -	\$ 422,610
Transfers from Other Funds	23,148,836	350,000	350,000	23,498,836
Other Income	2,731,245	-	-	2,731,245
Spec Fed/State/Loc Grant	24,698,934	-	-	24,698,934
Bond Proceeds	6,200,000	-	-	6,200,000
Appropriated Fund Balance	2,141,866	-	-	2,141,866
Total Revenues	\$ 59,343,491	\$ 350,000	\$ 350,000	\$ 59,693,491
APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 7,191,050	\$ -	\$ -	\$ 7,191,050
Computerized Traffic Signal System	8,883,151	-	-	8,883,151
Sidewalk Development Project	791,287	-	-	791,287
GTAC Project	9,336,917	-	-	9,336,917
Gateway Sign Project	-	350,000	350,000	350,000
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	2,351,225	-	-	2,351,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	4,866	-	-	4,866
Street Improvements Project	13,414,536	-	-	13,414,536
Safe Routes to School	1,409,463	-	-	1,409,463
Imperial Demolition	238,464	-	-	238,464
Parking Deck Safety Improvements	180,000	-	-	180,000
Salt/Sand Storage Facility	185,000	-	-	185,000
Emerald Loop Lighting Upgrades	200,000	-	-	200,000
CVA - Pedestrian Mall Renovation	40,000	-	-	40,000
Transfer to Other Funds	2,875,135	-	-	2,875,135
Transfer to General Fund	636,801	-	-	636,801
Transfer to Street Improvement	1,002,567	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	-	-	30,000
Transfer to Facilities Improvement	300,000	-	-	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	250,000
Total Appropriations	\$ 59,343,491	\$ 350,000	\$ 350,000	\$ 59,693,491

Section III: Estimated Revenues and Appropriations. Donations Fund, of Ordinance #18-062 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	A.	Total Amend #2	2023-24 Budget per Amend #2
ESTIMATED REVENUES				
Restricted Intergov/Donations	\$ 246,113	\$ 2,150	\$ 2,150	\$ 248,263
Transfer From General Fund	203,288	-	-	203,288
Total Revenues	\$ 449,401	\$ 2,150	2,150	\$ 451,551
APPROPRIATIONS				
Mayor & City Council	\$ 550	\$ -	\$ -	\$ 550
Financial Services	1,336	-	-	1,336
Police	42,237	2,150	2,150	44,387
Fire / Rescue	20,202	-	-	20,202
Community Development	3,270	-	-	3,270
Recreation & Parks	381,806	-	-	381,806
Total Appropriations	\$ 449,401	\$ 2,150	2,150	\$ 451,551

Section IV: Estimated Revenues and Appropriations. Housing Fund, of Ordinance #23-046 is hereby amended by decreasing estimated revenues and appropriations in the amount indicated:

	2023-24 Original Budget	B.	Total Amend #2	2023-24 Budget per Amend #2
ESTIMATED REVENUES				
CDBG Grant Income	\$ 1,037,668	\$ (73,794)	\$ (73,794)	\$ 963,874
HOME Grant Income	565,103	34,134	34,134	599,237
Transfer from General Fund	372,827	-	-	372,827
Total Revenues	\$ 1,975,598	\$ (39,660)	\$ (39,660)	\$ 1,935,938
APPROPRIATIONS				
Personnel	\$ 552,128	\$ -	\$ -	\$ 552,128
Operating	1,423,470	(39,660)	(39,660)	1,383,810
Total Appropriations	\$ 1,975,598	\$ (39,660)	\$ (39,660)	\$ 1,935,938

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

	2023-24 Revised Budget	C.	Total Amend #2	2023-24 Budget per Amend #2
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,122,457	\$ -	\$ -	\$ 1,122,457
Transfer from General Fund	2,671,308	500,000	500,000	3,171,308
Transfer from Capital Reserve	128,822	-	-	128,822
Transfer from CD Cap Proj Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from PW Cap Proj Fund	30,000	-	-	30,000
Transfer from Occupancy Tax Reserve	58,200	-	-	58,200
Special Donations	1,491,352	-	-	1,491,352
Miscellaneous Revenue	567,148	-	-	567,148
Appropriated Fund Balance	971,573	-	-	971,573
Long Term Financing	8,729,235	-	-	8,729,235
Total Revenues	\$ 16,015,218	\$ 500,000	\$ 500,000	\$ 16,515,218
APPROPRIATIONS				
Water Sports Facility Project	\$ 306,325	\$ -	\$ -	\$ 306,325
Wildwood Park	10,541,321	500,000	500,000	11,041,321
Transfer to General Fund	9,000	-	-	9,000
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,310,290	-	-	4,310,290
Off-Lease Dog Park	100,000	-	-	100,000
Parks Comprehensive Master Plan	147,000	-	-	147,000
Pickleball Conversion	75,000	-	-	75,000
Sports Complex Feasibility Study	58,200	-	-	58,200
Transfer to Other Funds	423,082	-	-	423,082
Total Appropriations	\$ 16,015,218	\$ 500,000	\$ 500,000	\$ 16,515,218

Section VI: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #23-046 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	C.	Total Amend #2	2023-24 Budget per Amend #2
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,255,000	\$ 310,000	\$ 310,000	\$ 1,565,000
Appropriated Fund Balance	746,139	-	-	746,139
Total Revenues	\$ 2,001,139	\$ 310,000	\$ 310,000	\$ 2,311,139
APPROPRIATIONS				
Facilities Improvement Fund	\$ 2,001,139	\$ 310,000	\$ 310,000	\$ 2,311,139
Total Appropriations	\$ 2,001,139	\$ 310,000	\$ 310,000	\$ 2,311,139

Section VII: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	C.	Total Amend #2	2023-24 Budget per Amend #2
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 18,400,000	\$ -	\$ -	\$ 18,400,000
Restricted Intergovernmental - NCDOT	190,000	-	-	190,000
Transfer from ARPA Fund	9,813,000	-	-	9,813,000
Transfer from Capital Reserve	3,266,882	-	-	3,266,882
Transfer from Street Improvement Bond Fund	2,555,921	-	-	2,555,921
Transfer from Other Funds	2,605,022	-	-	2,605,022
Other In-kind Contributions	1,150,000	-	-	1,150,000
Transfer from General Fund	7,933,868	325,000	325,000	8,258,868
Transfer from Stormwater Utility	4,000,000	-	-	4,000,000
Sale of Property	1,433,040	-	-	1,433,040
Long Term Financing	8,642,053	-	-	8,642,053
Total Revenues	\$ 59,989,786	\$ 325,000	\$ 325,000	\$ 60,314,786
APPROPRIATIONS				
BUILD	\$ 48,574,006	\$ -	\$ -	\$ 48,574,006
Pavement Management Program	6,568,269	-	-	6,568,269
Employee Parking Lot	1,482,511	-	-	1,482,511
Ficklen Street Improvements	2,115,000	-	-	2,115,000
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Mast Arm Project	-	325,000	325,000	325,000
Total Appropriations	\$ 59,989,786	\$ 325,000	\$ 325,000	\$ 60,314,786

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

	2023-24 Revised Budget	C.	Total Amend #2	2023-24 Budget per Amend #2
ESTIMATED REVENUES				
Debt Proceeds	\$ 8,895,829	\$ -	\$ -	\$ 8,895,829
Transfer from Debt Project	398,699	-	-	398,699
Special Fed/State/Loc Grant	3,000,000	-	-	3,000,000
Transfer from General Fund	220,000	400,000	400,000	620,000
Sale of Property	480,000	-	-	480,000
Total Revenues	\$ 12,994,528	\$ 400,000	\$ 400,000	\$ 13,394,528
APPROPRIATIONS				
Fire Station #7	\$ 6,766,143	\$ -	\$ -	\$ 6,766,143
Fire Station # 1 Bay Extension	728,385	-	-	728,385
F/R Communications Equipment	-	-	-	-
Public Safety Comm. Equipment	5,500,000	-	-	5,500,000
Fire Station #8	-	400,000	400,000	400,000
Total Appropriations	\$ 12,994,528	\$ 400,000	\$ 400,000	\$ 13,394,528

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

Adopted this 11th day of September, 2023

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk